

# Exhibit A

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Settlement” or “Agreement”) is made as of May 19, 2025 by and between Steven Hernandez (“Plaintiff” or “Class Representative”), individually and as a representative of the Settlement Class as defined below, and Radio Systems Corporation (“RSC”, and together with Plaintiff, the “Parties”). This Agreement is made for the following purposes and with reference to the following facts:

WHEREAS, on October 21, 2022, plaintiff Steven Hernandez filed a lawsuit against RSC in the U.S. District Court for the Central District of California, individually and on behalf of a proposed California class, asserting claims related to the alleged false and misleading advertising of certain PetSafe electronic collar products.

WHEREAS, on March 20, 2023, as permitted by the Court, Plaintiff filed a Second Amended Class Action Complaint, which RSC answered on May 24, 2023, denying the allegations and disputing any liability.

WHEREAS, on June 21, 2024, Plaintiff filed a motion to certify the class in this Action, which was opposed by RSC.

WHEREAS, on October 14, 2024, RSC filed a motion for summary judgment (and related motions), seeking dismissal of all claims against RSC.

WHEREAS, the Parties have investigated the facts and analyzed the relevant legal issues regarding the claims and defenses asserted in this Action, including through significant motion practice and extensive fact and expert discovery.

WHEREAS, the Parties conducted two mediations with Robert A. Meyer, Esq. of JAMS on April 26, 2024 and February 5, 2025 in an attempt to resolve this matter.

WHEREAS, Class Counsel and the Class Representative believe that the claims asserted in the Action have merit and have examined and considered the benefits to be obtained under this Settlement, the risks associated with the continued prosecution of this complex and time-consuming litigation, and the likelihood of ultimate success on the merits, and have concluded that the Settlement is fair, adequate, reasonable, and in the best interests of the Class Members.

WHEREAS, RSC has at all times denied and continues to deny any alleged wrongdoing or liability with respect to the claims and allegations asserted in the Action. RSC denies that the claims asserted in the Action have merit but recognizes the substantial time and expense necessary to further litigate this matter.

WHEREAS, the Parties desire to finally resolve and settle the Action and litigation as to the Plaintiff, the Settlement Class, and RSC with respect to all claims arising out of the facts underlying the Action. The Parties intend this Agreement to bind Plaintiff (both as the Class Representative and individually), RSC, Class Counsel, and all members of the Settlement Class.

NOW THEREFORE, in light of the foregoing, for good and valuable consideration, the Parties, and each of them, hereby warrant, represent, acknowledge, covenant, and agree, subject to approval by the Court, as follows:

## DEFINITIONS

As used herein, the following terms have the meanings set forth below:

- A. **“Action”** means the litigation entitled *Hernandez v. Radio Systems Corporation*, Case No. 5:22-cv-01861-JGB-DTB, filed in the United States District Court for the Central District of California (the “Court”).
- B. **“RSC Counsel”** means RSC’s counsel of record in this Action.
- C. **“Attorneys’ Fee and Expense Award”** means the amount of attorneys’ fees and reimbursement of costs and expenses awarded to Class Counsel by the Court from the Settlement Fund.
- D. **“Bark Collar Products”** means any of the following RSC Products, which are included within the Class Products: Rechargeable Bark Control Collar; Lite Rechargeable Bark Collar; Classic Bark Collar; and Basic Bark Control Collar. See listing in Exhibit A.
- E. **“Barrier Products”** means any of the following RSC Products, which are included within the Class Products: Pawz Away® Mini Pet Barrier; Pawz Away® Indoor Pet Barrier; and Pawz Away® Outdoor Pet Barrier. See listing in Exhibit A.
- F. **“Cash Payment”** means the compensation paid to Settlement Class Members who submitted a Valid Claim approved by the Settlement Administrator.
- G. **“Claimant”** means a Settlement Class Member who has submitted a claim to a share of the Net Settlement Fund.
- H. **“Claim”** means the submission of a Claim online or by mail by a Claimant.
- I. **“Claim Form”** means the form for Settlement Class Members to make a claim to a share of the Net Settlement Fund, substantially in the form attached as Exhibit F.
- J. **“Claim Period”** means the period of time ending 60 days after the Notice Date.
- K. **“Class Products”** means any of the following RSC products: Stay & Play® Wireless Fence with Replaceable Battery Collar; Stay & Play® Wireless Fence for Stubborn Dogs; Stay & Play® Compact Wireless Fence; Wireless Pet Containment System; Pawz Away® Mini Pet Barrier; Pawz Away® Indoor Pet Barrier; Pawz Away® Outdoor Pet Barrier; PetSafe® In-Ground Fence; Stubborn Dog In-Ground Fence; Elite Little Dog Deluxe In-Ground Fence; Deluxe In-Ground Cat Fence; YardMax® Rechargeable In-Ground Fence; Basic In-Ground Fence; Rechargeable In-Ground Fence; YardMax® Cordless In-Ground Fence; Classic In-Ground Fence; Rechargeable Bark Control Collar;

Lite Rechargeable Bark Collar; Classic Bark Collar; and Basic Bark Control Collar. See listing in Exhibit A.

- L. **“Class Counsel”** means Amber L. Schubert of Schubert Jonckheer & Kolbe LLP.
- M. **“Class Payment”** means the amount to be paid to a Settlement Class Member who is eligible to receive a share of the Net Settlement Fund under this Settlement Agreement.
- N. **“Effective Date”** means the first day after which all of the following events and conditions of this Settlement Agreement have occurred: (i) the Court has entered the Final Approval Order and Judgment and (ii) the Court has entered a judgment that has become final in that the time for appeal or writ of certiorari has expired or, if an appeal or writ of certiorari is taken and the Settlement is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired. If the judgment is set aside, materially modified, or overturned by the trial court or on appeal, and is not fully reinstated on further appeal, the judgment shall not be deemed final under this definition. In the event of an appeal or other effort to obtain review, the Parties may agree jointly in writing to deem the Effective Date to have occurred; however, there is no obligation to agree to advance the Effective Date.
- O. **“Email Notice”** means the Summary Notice of Class Action Settlement to be emailed to the Settlement Class in connection with the Settlement, in the form attached hereto as Exhibit C.
- P. **“Escrow Account”** means the interest-bearing account—a qualified settlement fund as defined in Treasury Regulation § 1.468B-1 *et seq.*—to be opened by the Settlement Administrator and maintained by the Escrow Agent, subject to the continuing jurisdiction of the Court, holding the Settlement Fund.
- Q. **“Final Approval Hearing”** means the hearing, to be set by the Court, where Plaintiff will request that the Final Approval Order and Judgment be entered approving this agreement, and where Class Counsel will request that the Court approve the Attorneys’ Fee and Expense Award and the Service Award.
- R. **“Final Approval Order and Judgment”** means the judgment and order to be entered by the Court that approves the Settlement, substantially in the form of Exhibit H.
- S. **“In-Ground Fence Products”** means any of the following RSC Products, which are included within the Class Products: PetSafe® In-Ground Fence; Stubborn Dog In-Ground Fence; Elite Little Dog Deluxe In-Ground Fence; Deluxe In-Ground Cat Fence; YardMax® Rechargeable In-Ground Fence; Basic In-Ground Fence; Rechargeable In-Ground Fence; YardMax® Cordless In-Ground Fence; and Classic In-Ground Fence. See listing in Exhibit A.
- T. **“Long-Form Notice”** means the Notice of Class Action Settlement attached hereto as Exhibit B, which will be available to the Settlement Class on the Settlement Website or from the Settlement Administrator.

- U. **“Net Settlement Fund”** means the Settlement Fund, reduced by the sum of (1) the costs of notice and of administering the settlement, and (2) the sum of any Attorneys’ Fee and Expenses Award to Class Counsel, and any payments of Service Award to the Class Representative, that may be approved by the Court.
- V. **“Notice Date”** means the date set forth in the Preliminary Approval Order by which the Settlement Administrator will begin transmission of the Summary Notice to the Settlement Class. The Settlement Administrator shall thereafter carry out and complete the Notice Plan as soon as practicable. Remailing of any Notices shall not change the Notice Date.
- W. **“Notice Plan”** means the plan for disseminating notice of the Settlement to the Settlement Class, described in Section 4.4 of this Agreement.
- X. **“Objection”** means the written notice that a Settlement Class Member may submit to the Court to object to the Settlement.
- Y. **“Objection and Exclusion Deadline”** means the date by which the Settlement Class is entitled to submit an Objection to this Agreement to the Court or an Opt-Out Form to the Settlement Administrator.
- Z. **“Objector”** means a person or entity who submits an Objection.
- AA. **“Plan of Allocation”** means the plan for allocating the Net Settlement Fund as described in Section 2 of this Agreement.
- BB. **“Postcard Notice”** means the Summary Notice of Class Action Settlement to be mailed to the Settlement Class in connection with the Settlement, in the form of a postcard attached hereto as Exhibit D.
- CC. **“Preliminary Approval”** means the date of entry of the Preliminary Approval Order.
- DD. **“Preliminary Approval Order”** means the Court’s order preliminarily approving the settlement and providing for notice to the Settlement Class, substantially in the form of Exhibit G attached hereto.
- EE. **“Released Claims”** means all claims, whether federal or state, known or unknown, asserted or unasserted, regardless of legal theory, arising out of the facts underlying the Action and concerning one or more of the Class Products, against RSC, its past or present parents, subsidiaries, divisions, affiliates, stockholders, officers, directors, insurers, employees, agents, attorneys, and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors, purchasers and assigns of each of the foregoing).
- FF. **“Released Persons”** means RSC, its past or present parents, subsidiaries, divisions, affiliates, stockholders, officers, directors, insurers, employees, agents, attorneys, and any of their legal representatives (and the predecessors, heirs, executors, administrators,

successors, purchasers and assigns of each of the foregoing), and any retailers who sold the Class Products at issue.

- GG. **“Releasing Persons”** means Plaintiff and all Settlement Class Members, including any and all of their respective heirs, executors, administrators, representatives, agents, partners, successors, or assigns, excluding any Settlement Class Member who submitted a timely and valid Request for Exclusion from the Settlement Class.
- HH. **“Request for Exclusion”** means a written request submitted by a member of the Settlement Class to the Settlement Administrator to be excluded from the Settlement Class and containing their name, address, and email address.
- II. **“Service Award”** means the award sought by the Class Representative—and subsequently approved by the Court—in consideration for their service during the course of the Action.
- JJ. **“Settlement Administrator”** means Angeion Group LLC.
- KK. **“Settlement Class”** means all persons who purchased one or more of the Class Products in the State of California between October 1, 2018 and October 31, 2022. Excluded from the Settlement Class are governmental entities; RSC, any entity in which RSC has a controlling interest, and RSC’s officers, directors, affiliates, representatives, employees, successors, subsidiaries, and assigns; and all judges, justices, or judicial officers presiding over this matter and the members of their immediate families and judicial staff.
- LL. **“Settlement Class Members”** means all members of the Settlement Class, other than those persons or entities who validly request exclusion from the Settlement Class as set forth in this Agreement.
- MM. **“Settlement Fund”** means a non-reversionary cash fund of \$1,900,000.00 described in Section 1 of this Agreement to be distributed in accordance with the terms of this Settlement Agreement.
- NN. **“Settlement Website”** means a publicly accessible website created and maintained by the Settlement Administrator for the purpose of providing the Settlement Class with notice of and information about the proposed Settlement as well as submission of Claim Forms.
- OO. **“Third-Party Retailers”** means third-party retailer sellers of the Class Products who have been subpoenaed during the course of this Action, including Amazon.com, Inc.; Chewy; Home Depot U.S.A., Inc.; Petco; PetSmart Inc; and Tractor Supply Company.
- PP. **“Valid Claim”** means Claim submitted by a Settlement Class Member that is (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form; (c) signed by e-signature by a Settlement Class Member personally; (d) returned via mail and postmarked by the last day of the Claim Period, or, if submitted online,

submitted by 11:59 p.m. Pacific Time on the last day of the Claim Period; and (e) determined to be valid by the Settlement Administrator.

QQ. **“Wireless Fence Products”** means any of the following RSC Products, which are included within the Class Products: Stay & Play® Wireless Fence with Replaceable Battery Collar; Stay & Play® Wireless Fence for Stubborn Dogs; Stay & Play® Compact Wireless Fence; and Wireless Pet Containment System. See listing in Exhibit A.

## **1. SETTLEMENT FUND**

- 1.1. RSC’s total financial commitment under this Agreement is \$1,900,000. Under no circumstances shall RSC’s total monetary obligation with respect to this Agreement exceed or be less than that amount. RSC will make no further payments or incur any additional liability in connection with this Agreement.
- 1.2. Within 30 days after entry of the Preliminary Approval Order, RSC shall pay the Settlement Fund into the Escrow Account according to instructions to be furnished by the Settlement Administrator. If the Final Approval Order and Judgment is not entered for any reason, the balance of the Escrow Account (after payment of costs associated with notice and administration related to the preliminary and final approval process), plus any interest earned on the Escrow Account, will be returned to RSC within 10 days of the Court’s decision to deny final approval of the Settlement.
- 1.3. The Settlement Fund will be applied to Class Payments, notice and administration expenses, the Attorneys’ Fee and Expense Award, and the Service Awards. The Settlement Administrator will open the Escrow Account and will thereafter manage distribution of the Settlement Fund.
- 1.4. Any taxes owed by the Settlement Fund will be paid by the Settlement Administrator out of the Settlement Fund, and interest earned on the balance of the account will accrue to the Settlement Fund.
- 1.5. **Disposition of the Settlement Fund.** The Settlement Fund shall be applied as follows, in accordance with the terms and conditions set forth elsewhere in this Agreement:
  - 1.5.1. To pay the costs of notice and the costs of administering the Settlement;
  - 1.5.2. To pay any Attorneys’ Fee and Expense Award and any Service Award that may be approved by the Court; and
  - 1.5.3. To distribute the Net Settlement Fund to Settlement Class Members in accordance with the Plan of Allocation.
- 1.6. Subject to Section 1.2 above, no portion of the Settlement Fund or Net Settlement Fund will revert to RSC.



## **2. ALLOCATION OF THE NET SETTLEMENT FUND**

- 2.1. **Plan of Allocation.** The Net Settlement Fund will be distributed according to the following plan, subject to approval by the Court.
- 2.1.1. Settlement Class Members who submit Valid Claims will be entitled to Cash Payments for each Class Product they purchased during the Class Period.
  - 2.1.2. Settlement Class Members may submit a claim for a Cash Payment of \$30.00 for each Bark Collar Product, \$35.00 for each Barrier Product, \$90.00 for each In-Ground Fence Product, and \$140.00 for each Wireless Fence Product.
  - 2.1.3. These Cash Payments to Settlement Class Members who submit Valid Claims are subject to a *pro rata* increase if the total value of Valid Claims is less than the Net Settlement Fund or a *pro rata* decrease if the total payments to Claimants would otherwise exhaust the Net Settlement Fund. The amount of any *pro rata* increase or decrease in the Cash Payments will be jointly confirmed by the Parties prior to the distribution of the Cash Payments.
  - 2.1.4. Settlement Class Members who submit Claims for more than three Class Products will be required to submit proof of purchase, subject to reasonable verification by the Settlement Administrator.
  - 2.1.5. This Plan of Allocation is subject to modification without further notice to Settlement Class Members provided that any such modification is approved by the Court.
- 2.2. **Disposition of Residual Funds.** If funds remain in the Settlement Fund following distribution according to the Plan of Allocation, Class Counsel and RSC Counsel shall meet and confer to discuss a proposal to present to the Court regarding distribution of any residual funds, including through a *cy pres* distribution to an organization whose charitable purpose is to serve pet welfare.

## **3. SETTLEMENT ADMINISTRATOR**

- 3.1. Subject to Court approval, Angeion Group LLC shall serve as the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution. Class Counsel shall oversee the Settlement Administrator.
- 3.2. The Settlement Administrator shall administer the Settlement and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims process, administering the Settlement Fund, and distributing the Cash Payments to Settlement Class Members who submit Valid Claims.
- 3.3. **Duties of the Settlement Administrator.** The Settlement Administrator shall:



- 3.3.1. Conduct the Court-approved Notice Program by noticing the Settlement Class by Email Notice or Postcard Notice, sending Long Form Notices and Claim Forms on request from individuals in the Settlement Class, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Cash Payments to Settlement Class Members who submit a Valid Claim;
- 3.3.2. Establish and maintain the Settlement Fund in the Escrow Account approved by the Parties;
- 3.3.3. Establish and maintain a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
- 3.3.4. Establish and maintain the Settlement Website to provide important information about the Settlement and to receive electronic Claim Forms;
- 3.3.5. Establish and maintain an automated toll-free telephone line for the Settlement Class to call with Settlement-related inquiries, and answer frequently asked questions of individuals in the Settlement Class who call with or otherwise communicate such inquiries;
- 3.3.6. Respond to any mailed Settlement Class Member inquiries;
- 3.3.7. Process all opt-out requests from the Settlement Class;
- 3.3.8. Provide weekly reports to Class Counsel and RSC Counsel that summarize the number of Claims submitted, Claims approved and rejected, notices of deficiency sent, opt-out requests and objections received, and other pertinent information;
- 3.3.9. In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Plan was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Plan was completed, indicating the number of Claim Forms received, providing the names of each individual in the Settlement Class who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and providing other information necessary to Final Approval;
- 3.3.10. Distribute, out of the Settlement Fund, Cash Payments by electronic means or by paper check;
- 3.3.11. Pay any Court-approved Attorneys' Fee and Expense Award and Service Awards out of the Settlement Fund;
- 3.3.12. Pay settlement administration costs out of the Settlement Fund following approval by Class Counsel;
- 3.3.13. Pay any required taxes out of the Settlement Fund; and

3.3.14. Perform any other settlement administration function at the instruction of Class Counsel or RSC Counsel.

#### **4. NOTICE TO THE SETTLEMENT CLASS**

4.1. The Settlement Administrator will administer the Notice Plan in accordance with the Preliminary Approval Order. The Settlement Administrator will keep identities and contact information of members of the Settlement Class confidential, using them only for purposes of administering this Settlement.

4.2. **CAFA Notice.** Not later than 10 days after this Settlement Agreement is filed with the Court, the Settlement Administrator, at RSC's direction, shall serve Notice of the Settlement and other required documents upon relevant government officials in accordance with the Class Action Fairness Act ("CAFA"), 28 U.S. § 1715. Prior to the Preliminary Approval hearing, the Settlement Administrator shall provide proof of service of such notice for filing with the Court.

#### **4.3. Class Members' Contact Information.**

4.3.1. Within 30 days of Preliminary Approval, RSC shall provide the Settlement Administrator with the names, addresses, and email addresses for all members of the Settlement Class for whom it has records based on direct sales to consumers.

4.3.2. Within 30 days of Preliminary Approval, Third-Party Retailers who have agreed to furnish Class Members' contact information shall provide the Settlement Administrator with the names, addresses, and email addresses for all members of the Settlement Class for whom it has sales records.

4.4. **Notice Plan.** The Parties agree upon and will seek Court approval of the following forms and methods of notice to the members of the Settlement Class:

4.4.1. **Settlement Website.** The Settlement Administrator will establish and maintain a Settlement Website at [petsafesettlement.com](https://petsafesettlement.com). The Settlement Website will be optimized for viewing on both mobile devices and personal computers. The Settlement Website will include the Notice, this Agreement, the operative Second Amended Complaint and RSC's Answer thereto, the Preliminary Approval Order, Plaintiff's Motion for Attorneys' Fee and Expense, Plaintiff's Motion for Final Approval of Class Action Settlement, a set of frequently asked questions, and information on how to object or request exclusion, as well as contact information for Class Counsel and the Settlement Administrator. The Settlement Website will include a readily accessible means for members of the Settlement Class to electronically submit a Claim Form.

4.4.2. **Toll-Free Number.** The Settlement Administrator will establish a toll-free telephone number where members of the Settlement Class can obtain automated assistance in filing a Claim and receive instructions for accessing settlement information, the Claim Form, and case documents.

- 4.4.3. **Email Notice.** The Settlement Administrator will email each member of the Settlement Class for whom it has an email address a copy of the Email Notice. The Settlement Administrator may send additional reminder Email Notices to Settlement Class Members who have not submitted Claims as reasonably necessary at the direction of Class Counsel.
- 4.4.4. **Postcard Notice.** The Settlement Administrator will mail each member of the Settlement Class the Postcard Notice if it (a) does not have an email address for the Settlement Class Member or (b) it sent an Email Notice that was returned as undeliverable. For each Postcard Notice returned by the U.S. Postal Service with a forwarding address, the Settlement Administrator will remail the Postcard Notice to the forwarding address.
- 4.4.5. **Amazon Notice.** Amazon.com, Inc. will send the Email Notice to each member of the Settlement Class who purchased a Class Product through Amazon and for whom it has an email address.
- 4.4.6. **Media Campaign.** The Settlement Administrator will provide notice to Settlement Class Members for whom it does not have contact information through a media campaign targeted to consumers who purchased on or more of the Class Products in California. This campaign will be designed to deliver at least 70% reach through programmatic display ads, paid social media, and search-engine marketing.
- 4.4.7. **CLRA Notice.** Pursuant to the California Consumer Legal Remedies Act (Cal. Civ. Code § 1781(d) and Cal. Gov. Code § 6064) (“CLRA”), the Settlement Administrator will place a quarter-page advertisement in the USA Today California Regional Edition once per week for four consecutive weeks.
- 4.5. **Notice Date.** Within 45 days after the Preliminary Approval Order is entered the Settlement Administrator shall commence the Notice Plan. On the Notice Date, the Settlement Administrator will launch the Settlement Website and Toll-Free Number, send the Email Notice, and commence the Media Campaign and CLRA Notice. The Settlement Administrator will send the Postcard Notice after it has identified email addresses that are undeliverable.
- 4.6. **Press Release.** On the Notice Date, Class Counsel will issue a Press Release providing notice of the Settlement, a link to the Settlement Website, and contact information for the Settlement Administrator. The Press Release will be in the form attached as Exhibit E. The Press Release will be issued through PR Newswire and posted on the Settlement Website and Class Counsel’s website. Other than issuing the Press Release, Class Counsel and Plaintiff agree to refrain from making public comment about RSC, RSC’s Counsel, or the Settlement.
- 4.7. All settlement notices will reflect the dates and deadlines ordered by the Court in the Preliminary Approval Order, including the date and time of the Final Approval Hearing. If the Court changes the date or time of the Final Approval Hearing, the Settlement

Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the Court changes the date or time of the Final Approval Hearing after the Preliminary Approval Order.

- 4.8. Based on information provided by Class Counsel, the Settlement Administrator has agreed to perform all settlement notice and administration duties required by the Settlement Agreement. The Settlement Administrator may withdraw from the Settlement Fund the amounts necessary to cover all costs and expenses incurred and related to the settlement notice and administration functions to be performed by the Settlement Administrator, including the claims administration process. Under no circumstances will RSC be responsible for any costs of settlement administration in excess of its contribution to the Settlement Fund.

## **5. CLAIMS PROCESS**

- 5.1. Claim Forms may be submitted online through the Settlement Website established by the Settlement Administrator or by submitting a printed Claim Form via U.S. Mail to the Settlement Administrator at the address specified on the Claim Form.
- 5.2. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and constitutes a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to confirm that it is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.
- 5.3. **Duplicate Claims.** The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of claims, and if there is, contact the Settlement Class Member to determine which Claim Form is the appropriate one for consideration.
- 5.4. **Fraudulent Claims.** The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties may instruct the Settlement Administrator to take appropriate steps upon identifying actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and the Parties may require additional information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

- 5.5. **Incomplete or Inaccurate Claims.** Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator, and the Settlement Administrator shall advise the Claimant of the reason why the Claim Form was rejected. If a Claim Form is rejected for containing incomplete or inaccurate information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate to validate the Claim. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. A Claimant shall have until the last day of the Claim Period or 10 days from the date the Notice of Deficiency is mailed or emailed to the Claimant, whichever is later, to respond to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and adequately provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Class Counsel and RSC Counsel otherwise agree.
- 5.6. **Other Rejected Claims.** In addition to duplicate, fraudulent, and incomplete or inaccurate claims, the Settlement Administrator may in good faith reduce or reject Claims because (a) the Claimant is not a Settlement Class Member; (b) the Claimant submitted a timely and valid request to opt out of the Settlement Class; (c) the Claimant requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted; (d) the Claimant submits a Claim form after the Claim Period; or (e) the Claimant otherwise does not comply with the requirements of this Settlement.
- 5.7. **Dispute Resolution.** The Settlement Administrator's reduction or denial of a Claim is final, subject only to the following dispute resolution procedures:
- 5.7.1. 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. 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.
- 5.7.2. Claims 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 that are not submitted by a Settlement Class Member will be rejected without opportunity to provide additional information or challenge the Settlement Administrator's determination.

- 5.7.3. 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 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 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.
- 5.7.4. If Class Counsel and RSC 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.
- 5.8. No person or entity shall have any claim against RSC, RSC Counsel, Plaintiffs, the Settlement Class, Class Counsel, or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.
- 5.9. **Cash Payments**
- 5.9.1. Cash Payments to Settlement Class Members will be made electronically or by paper check. When submitting a Claim, Settlement Class Members shall select the type of payment they wish to receive. Electronic payments will be the default.
- 5.9.2. Claimants who provide incorrect or incomplete electronic payment information will receive a paper check in the mail. Settlement Class Members receiving payment by check shall have 90 days to cash or deposit the check.
- 5.9.3. No later than 30 days after the Effective Date, the Settlement Administrator shall distribute the Cash Payments to Claimants who submitted Valid Claims

## **6. REQUESTS FOR EXCLUSION**

- 6.1. The Settlement Website and Long-Form Notice will advise Settlement Class of their right to exclude themselves from the Settlement. This Settlement Agreement will not bind persons or entities in the Settlement Class who exclude themselves from the Settlement.
- 6.2. **Required Content.** To request to be excluded from the Settlement, persons or entities in the Settlement Class must timely submit a written Request for Exclusion. Each Request for Exclusion must be signed and contain the person or entity's full name, address, telephone number, and email address (if any), the name and number of the case, and a statement indicating they request to be excluded from the Settlement Class.



- 6.3. **Deadline.** The Request for Exclusion may be sent either through the Settlement Website or by U.S. mail to the Settlement Administrator, which will be responsible for receiving and processing Requests for Exclusion. The completed Exclusion Form must be postmarked or submitted through the Settlement Website by 11:59 p.m. Pacific Time on the Objection and Exclusion Deadline, which is 60 days after the Notice Date.
- 6.4. Any person or entity in the Settlement Class who validly and timely requests exclusion from the Settlement shall not be a Settlement Class Member, shall not be bound by the Settlement Agreement, shall not be eligible to apply for or receive any benefit under the terms of the Settlement Agreement, and shall not be entitled to submit an Objection to the Settlement.
- 6.5. No later than 7 days after the Objection and Exclusion Deadline, the Settlement Administrator will provide a declaration stating the number of persons or entities in the Settlement Class who timely and validly excluded themselves from the Settlement.

## 7. **OBJECTIONS**

- 7.1. The Settlement Website and Long-Form Notice will advise Settlement Class Members of their right to object to the Settlement.
- 7.2. Any Settlement Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, or to the requested Attorneys' Fee and Expense Award or Service Awards must submit a valid and timely Objection.
- 7.3. **Required Content.** Each Objection must be signed by the Settlement Class Member and
  - 7.3.1. State the full name, address, telephone number, and email address (if any) of the Objector and any counsel representing the Objector;
  - 7.3.2. Identify the case name and number;
  - 7.3.3. Include information sufficient to show that the Objector is a Settlement Class Member;
  - 7.3.4. Provide a statement stating the specific reasons for the Objection, accompanied by any legal support known to the Objector or Objector's counsel; and
  - 7.3.5. State whether the Objector or Objector's counsel intends to personally appear at the Final Approval Hearing.
- 7.4. **Deadline.** Objections must be submitted by the Objection and Exclusion Deadline, which is 60 days after the Notice Date.
  - 7.4.1. If submitted through the Court's electronic-filing system, Objections must be submitted on the Objection and Exclusion Deadline by 11:59 p.m. Pacific Time.



- 7.4.2. If submitted by U.S. mail or another delivery service, Objections must be mailed to the Settlement Administrator and postmarked by the Objection and Exclusion Deadline. The date of the postmark on the envelope (or the date of mailing on the shipping label if sent via a delivery service) containing the Objection will be conclusive in determining whether an Objection is timely. If a postmark or date of mailing is illegible or unavailable, the date of mailing will be deemed to be 3 days prior to the date that the Settlement Administrator receives the Objection.
- 7.5. Class Counsel and RSC Counsel may conduct limited discovery on any Objector or Objector's counsel.
- 7.6. **Responses to Objections.** The Parties may file responses to any timely written objections no later than 14 days after the Objection and Exclusion Deadline.
- 7.7. **Notices of Intention to Appear.** Any Objector who timely submits an Objection has the option to appear and request to be heard at the Final Approval Hearing, either in person or through the Objector's counsel. Any Objector wishing to appear and be heard at the Final Approval Hearing must include a Notice of Intention to Appear with their Objection. Counsel for any Objector seeking to appear at the Final Approval Hearing must enter a Notice of Appearance no later than 14 days before that hearing.
- 7.8. If an Objector makes an Objection through counsel, the Objector shall be solely responsible for the Objector's attorneys' fees and costs.

## **8. SETTLEMENT APPROVAL**

- 8.1. The Parties will work in good faith to review and complete all necessary documentation and exhibits necessary for the Court to approve the Settlement.
- 8.2. **Preliminary Approval.** Class Counsel shall file a Motion for Preliminary Approval of the Settlement. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and RSC Counsel. The Motion for Preliminary Approval will request that the Court:
- 8.2.1. Preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable;
- 8.2.2. Provisionally certify the Settlement Class for settlement purposes only;
- 8.2.3. Approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement;
- 8.2.4. Approve the Claim Form and Claim process;
- 8.2.5. Approve the procedures for individuals in the Settlement Class to request exclusion or object to the Settlement; and

8.2.6. Schedule the Final Approval Hearing at a date and time and date convenient for the Court, Class Counsel, and RSC Counsel.

8.3. **Final Approval.** Class Counsel shall file a Motion for Final Approval of the Settlement no later than 35 days prior to the Objection and Exclusion Deadline. The proposed Final Approval Order and Judgment shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and RSC Counsel. The proposed Final Approval Order and Judgment will request that the Court:

8.3.1. Finally approve the terms of the Settlement as being within the range of fair, adequate, and reasonable;

8.3.2. Certify the Settlement Class for settlement purposes only;

8.3.3. Approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement;

8.3.4. Determine that the Notice Plan satisfies Due Process;

8.3.5. Bar all Releasing Persons from asserting or pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order;

8.3.6. Release RSC and the Released Parties from the Released Claims; and

8.3.7. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including RSC, Plaintiff, Settlement Class Members, and any Objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

## **9. ATTORNEYS' FEE AND EXPENSE AWARD**

9.1. Class Counsel shall apply to the Court for an Attorneys' Fee and Expense Award equal to up to 33 1/3% of the Settlement Fund, in addition to the reimbursement of reasonable costs and expenses incurred during the course of this Action. The Attorney Fee and Expense Award will be paid from the Settlement Fund.

9.2. Class Counsel shall file the Motion for Approval of the Attorneys' Fee and Expense Award at least 35 days prior to the Objection and Exclusion Deadline.

9.3. The Parties have reached no agreement on the amount of the Attorneys' Fee and Expense Award that Class Counsel will seek, which is subject to the approval of the Court.

9.4. The Settlement Administrator will pay Class Counsel 50% of any Court-approved Attorneys' Fee and Expense Award within 30 days after the Court's entry of the Final Approval Order and Judgment, notwithstanding any Objections, appeals, or other challenges to the Settlement, the Attorneys' Fee and Expense Award, or the Service Award, provided that Class Counsel executes an Undertaking reasonably satisfactory to

RSC in the form attached as Exhibit I, including a Promissory Note. The balance of any approved Attorneys' Fee and Expense Award will be paid by the Settlement Administrator no later than seven days after the Effective Date, using payment instructions to be furnished to the Settlement Administrator by Class Counsel.

- 9.5. If the Final Approval Order is vacated, overturned reversed or rendered void or unenforceable as a result of an appeal, or if the Settlement Agreement is voided, rescinded, or otherwise terminated, then Class Counsel shall, within 30 days, repay to RSC the Attorneys' Fee and Expense Award it received plus interest Class Counsel earned on that amount, if any.
- 9.6. This Settlement is not contingent on the Court's approval of the Attorneys' Fee and Expense Award, and if the Court denies the request or grants an amount other than what was requested, the remaining provisions of the Agreement shall remain in force.
- 9.7. The Attorneys' Fee and Expense Award was not approved by or negotiated with RSC or RSC's Counsel.

#### **10. SERVICE AWARD**

- 10.1. In recognition of the time and effort that the Class Representative expended in pursuing this Action and in fulfilling his obligations and responsibilities, and of the relief conferred on Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for the Class Representative in an amount not to exceed \$10,000. The Service Award is not a measure of damages and shall be separate and apart from the Class Representative's entitlement to benefits from the Settlement Fund.
- 10.2. Any Service Award approved by the Court shall be paid by the Settlement Administrator from the Settlement Fund within 10 days after the Effective Date.
- 10.3. This Settlement is not contingent on the Court's approval of the Service Award, and if the Court denies the request or grants an amount other than what was requested, the remaining provisions of the Agreement shall remain in force.
- 10.4. The Service Award was not approved by or negotiated with RSC or RSC's Counsel.

#### **11. RELEASES**

- 11.1. Upon the Effective Date, the Releasing Persons shall automatically be deemed to have fully, finally, and irrevocably released and forever discharged the Released Persons of, and shall be forever barred from instituting, maintaining, or prosecuting, any and all Released Claims.
- 11.2. Plaintiffs and Settlement Class Members covenant and agree they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, whether on behalf of themselves or others, against any of the Released Persons in any jurisdiction.

- 11.3. Settlement Class Members who submitted a timely and valid Request for Exclusion from the Settlement Class do not release their individual claims and will not obtain any benefits under the Settlement.
- 11.4. Plaintiff expressly agrees that, upon the Effective Date, he waives and forever releases any and all provisions, rights and benefits with respect to the Released Claims conferred by Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

- 11.5. The amount of the Class Payments pursuant to this Agreement will be deemed final and conclusive against all Releasing Persons, who will be bound by all of the terms of this Agreement and the Settlement, including the terms of the Final Approval Order and Judgment and the releases provided herein.
- 11.6. All proceedings with respect to Settlement administration and Class Payments to Settlement Class Members and determination of any controversies relating thereto, including disputed questions regarding the amount of any Class Payment, will not delay or affect the finality of the Final Approval Order and Judgment.
- 11.7. No Releasing Person will have any claim of any kind against the Parties, Class Counsel, RSC Counsel, or the Settlement Administrator with respect to the Settlement or based on determinations or distributions made substantially in accordance with this Agreement, the Final Approval Order and Judgment, or any further orders of the Court.

## **12. DENIAL OF LIABILITY**

- 12.1. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. RSC has denied and continues to deny each of the claims and contentions alleged in the Action. RSC does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. RSC has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be free of any further claims that were asserted or could have been asserted in the Action or any other related proceeding.
- 12.2. Class Counsel believe the claims asserted in the Action have merit. Class Counsel has examined and considered the benefits to be obtained under the Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel represents that it fully investigated the facts and law relevant to the merits of the claims, conducted discovery, and performed independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

- 12.3. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any Party of any fault, liability, or wrongdoing of any kind whatsoever.
- 12.4. Neither the Agreement nor anything that the Parties said or did during the negotiation of the Agreement shall be construed or used in any manner as an admission of liability or evidence of any Party's fault, liability, or wrongdoing of any kind, nor as an admission of any lack of merit of the claims asserted in the Action.
- 12.5. To the extent permitted by law, the Agreement may be pleaded or invoked as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding that may be instituted, prosecuted or attempted for the Released Claims.

### **13. ADDITIONAL TERMS**

- 13.1. **Extensions of Time.** All time periods and dates prescribed in this Settlement Agreement are subject to the Court's Approval. Unless otherwise ordered by the Court, the Parties may jointly agree to reasonable extensions of time to carry out any of the provisions of this Agreement. The time periods and dates provided for herein or in the Preliminary Approval Order may be altered by the Court or through written consent of the Parties' counsel, without notice to the Class Members, provided, however, that any such changes to the schedule are posted on the Settlement Website.
- 13.2. **Integration.** This Agreement, including all exhibits, constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.
- 13.3. **Governing Law.** This Agreement shall be construed in accordance with, and be governed by, the laws of the State of California, without regard to the principles thereof regarding choice of law.
- 13.4. **Gender and Plurals.** As used in this Agreement, the masculine, feminine, or neutral gender, and the singular or plural number, shall each be deemed to include the others, as the context requires.
- 13.5. **Representative Capacity.** Each person executing this Agreement in a representative capacity represents and warrants that he or she is empowered to do so.
- 13.6. **Headings and Counterparts.** The headings or captions in this agreement will not be deemed to have any effect and are provided for convenience only. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts.

13.7. **Cooperation of Parties.** The Parties to this Agreement and their counsel agree to prepare and execute all documents, to seek Court approvals, to defend Court approvals, and to do all things reasonably necessary to complete the Settlement.

13.8. **Voluntary Execution.** This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. The Parties represent and warrant to each other that they have read and fully understand the provisions of this Agreement and have relied on the advice and representation of legal counsel of their own choosing. Each of the Parties has cooperated in the drafting and preparation of this Agreement and has been advised by counsel regarding the terms, effects, and consequences of this Agreement. Accordingly, in any construction or interpretation to be made of this Agreement, this Agreement shall not be construed as having been drafted solely by any one or more of the Parties or their counsel. The Settlement Agreement has been, and must be construed to have been, drafted by all Parties and their counsel, so that any rule that construes ambiguities against the drafter will have no force or effect.

13.9. **Notices.**

13.9.1. All Notices to Class Counsel shall be sent by email as follows:

Amber L. Schubert  
**Schubert Jonckheer & Kolbe LLP**  
2001 Union St Ste 200  
San Francisco, CA 94102  
aschubert@sjk.law

13.9.2. All Notices to RSC Counsel shall be sent by email as follows:


Samuel L. Felker  
**Baker, Donelson, Bearman, Caldwell & Berkowitz, PC**  
1600 West End Avenue, Suite 2000  
Nashville, Tennessee 37203  
samfelker@bakerdonelson.com

13.9.3. The notice recipients and addresses designated above may be changed by written notice by Class Counsel or RSC Counsel.

13.10. **Modification or Amendment.** Exception as otherwise provided herein, this Agreement may be amended or modified only by a written instrument signed by the Parties' counsel.

13.11. **Continuing Jurisdiction.** Any and all disputes arising from or related to the Settlement or this Agreement must be brought by Parties, Class Counsel, RSC Counsel, or each Settlement Class Member exclusively in this Court. The Parties, Class Counsel, RSC Counsel, and each Settlement Class Member hereby irrevocably submit to the exclusive and continuing jurisdiction of the Court for any suit, action, proceeding or dispute arising out of or relating to the Settlement or this Agreement.

**STEVEN HERNANDEZ**

By:   
\_\_\_\_\_  
Steven Hernandez

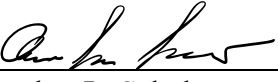
*Plaintiff*

**RADIO SYSTEMS CORPORATION**

By: \_\_\_\_\_  
[ ]

*Defendant*

**SCHUBERT JONCKHEER & KOLBE**

By:   
\_\_\_\_\_  
Amber L. Schubert

*Counsel for Plaintiff Steven Hernandez*

**BAKER, DONELSON, BEARMAN,  
CALDWELL & BERKOWITZ, PC**

By: \_\_\_\_\_  
Samuel L. Felker

*Counsel for Defendant Radio Systems  
Corporation*



**STEVEN HERNANDEZ**

By: \_\_\_\_\_  
Steven Hernandez


*Plaintiff*

**SCHUBERT JONCKHEER & KOLBE**

By: \_\_\_\_\_  
Amber L. Schubert

*Counsel for Plaintiff Steven Hernandez*

**RADIO SYSTEMS CORPORATION**

By: \_\_\_\_\_  
Rob Candelino, CEO

*Defendant*

**BAKER, DONELSON, BEARMAN,  
CALDWELL & BERKOWITZ, PC**

By: \_\_\_\_\_  
Samuel L. Felker

*Counsel for Defendant Radio Systems  
Corporation*

# EXHIBIT A

## **BARK COLLAR PRODUCTS**

PBC-102	BASIC BARK CONTROL COLLAR
PBC00-15999	RECHARGEABLE BARK CONTROL COLLAR
PBC00-16634	CLASSIC BARK COLLAR
PBC00-16446	LITE RECHARGEABLE BARK COLLAR

## **BARRIER PRODUCTS**

ZND-1200	PAWZ AWAY INDOOR PET BARRIER SYSTEM
PWF00-13665	PAWZ AWAY MINI PET BARRIER
PWF00-11923	PAWZ AWAY OUTDOOR PET BARRIER SYSTEM

## **IN-GROUND FENCE PRODUCTS**

PIG00-14582	BASIC IN-GROUND FENCE
PIG00-10777	STUBBORN DOG IN-GROUND FENCE
PIG00-13661	PETSAFE INGROUND FENCE
PIG00-14673	RECHARGEABLE IN-GROUND FENCE
PCF-1000-20	DELUXE IN-GROUND CAT FENCE
PIG00-11115	YARDMAX RECHARGEABLE IN-GROUND FENCE
PIG20-11041	ELITE LITTLE DOG IN GROUND FENCE
PIG00-17440	CLASSIC IN-GROUND FENCE
PIG00-15958	YARDMAX CORDLESS IN-GROUND FENCE

## **WIRELESS FENCE PRODUCTS**

PIF-300	WIRELESS PET CONTAINMENT SYSTEM
PIF00-12917	STAY & PLAY COMPACT WIRELESS FENCE
PIF00-13663	STAY & PLAY WIRELESS FENCE STUBBORN DOG
PIF00-15001	STAY & PLAY WIRELESS FENCE W/REPLACEABLE BATTERY COLLAR "Free to Roam"

# EXHIBIT B



United States District Court  
for the Central District of California

*Hernandez v. Radio Systems Corporation*

Case No. 5:22-cv-01861-JGB-DTB

# Class Action Notice

*Authorized by the U.S. District Court*

---

Did you buy a  
PetSafe e-collar  
in California  
between  
October 2018  
and October  
2022?

There is a  
\$1,900,000  
settlement of  
a class action  
lawsuit.

You may be  
entitled to  
money.

To be part of this  
settlement, you  
should:

Read this notice.

Respond by **[date]**.

---

Important things to know:

- If you take no action, you will still be bound by the settlement, and your rights will be affected.
- You can learn more at: [petsafesettlement.com](https://petsafesettlement.com)

# Table of Contents

<b>Table of Contents</b> .....	<b>2</b>
<b>About This Notice</b> .....	<b>3</b>
Why did I get this notice? .....	3
What do I do next? .....	3
What are the most important dates? .....	3
<b>Learning About the Lawsuit</b> .....	<b>4</b>
What is this lawsuit about? .....	4
Why is there a settlement in this lawsuit? .....	4
What happens next in this lawsuit? .....	4
<b>Learning About the Settlement</b> .....	<b>5</b>
What does the settlement provide? .....	5
How do I know if I am part of this settlement? .....	6
How much will my payment be? .....	6
<b>Deciding What to Do</b> .....	<b>7</b>
How do I weigh my options? .....	7
What is the best path for me? .....	8
<b>Submitting a Claim</b> .....	<b>9</b>
How do I get a payment if I am a class member? .....	9
Do I have a lawyer in this lawsuit? .....	9
Do I have to pay the lawyers in this lawsuit? .....	10
<b>Opting Out</b> .....	<b>10</b>
What if I don't want to be part of this settlement? .....	10
How do I opt out? .....	10
<b>Objecting</b> .....	<b>11</b>
What if I disagree with the settlement? .....	11
<b>Doing Nothing</b> .....	<b>12</b>
What are the consequences of doing nothing? .....	12
<b>Key Resources</b> .....	<b>12</b>

How do I get more information? ..... 12

## About This Notice

### Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit, *Hernandez v. Radio Systems Corporation*, brought on behalf of people in California who bought certain PetSafe electronic collar products for pets made by Radio Systems. **You received this notice because you may be a member of the group of people affected, called the “class.”** This notice gives you a summary of the terms of the proposed settlement agreement, explains what rights class members have, and helps class members make informed decisions about what action to take.

### What do I do next?

Read this notice to understand the settlement and to determine if you are a class member. Then, decide if you want to:

Your Options	
<b>Submit a Claim Form</b>	You must submit a claim to receive payment. You will be bound by the settlement.
<b>Do Nothing</b>	Get no payment. Give up rights resolved by settlement.
<b>Opt Out</b>	Get no payment. Allows you to bring another lawsuit against Radio Systems about the same issues.
<b>Object</b>	Tell the Court why you don't like the settlement.

Read on to understand the specifics of the settlement and what each choice would mean for you.

### What are the most important dates?

Your deadline to object or opt out: [date]  
Settlement approval hearing: [date]  
Your deadline to submit a claim form: [date]



# Learning About the Lawsuit

## What is this lawsuit about?

On October 21, 2022, a class action lawsuit was filed against Radio Systems. The lawsuit was brought on behalf of consumers who bought PetSafe e-collar products in California. This lawsuit claims that Radio Systems made misleading statements and left out important information about the products' safety.

Radio Systems denies that it made misleading statements or did anything wrong.

### Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit at [petsafesettlement.com](https://petsafesettlement.com)

## Why is there a settlement in this lawsuit?

In 2025, the parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation.

The settlement is on behalf of the consumer who brought the case and all members of the California settlement class, which includes consumers who bought certain PetSafe e-collars. The Court has not decided this case in favor of either side.

### What is a class action settlement?

A class action settlement is an agreement between the parties to resolve and end the case. Settlements can provide money to class members.

## What happens next in this lawsuit?

The Court will hold a Fairness hearing to decide whether to approve the settlement. The hearing will be held at:

**Where:** George E. Brown, Jr. Federal Building and U.S. Courthouse

Courtroom 1  
3470 Twelfth Street  
Riverside, CA 92501-3801

**When:** [date/time]

The Court has directed the parties to send you this notice about the proposed settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement.

You don't have to attend, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the settlement or the parties decide to end it, it will be void and the lawsuit will continue. The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to [petsafesettlement.com](https://petsafesettlement.com).

## Learning About the Settlement

### What does the settlement provide?

The settlement pays money to consumers who purchased certain Radio Systems' e-collar products.

Radio Systems, with no admission of guilt, has agreed to pay \$1,900,000 into a settlement fund. This money will be divided among the class members who submit a timely and valid claim form and will also be used to pay for costs and fees approved by the Court, including the cost of administering this settlement. Members of the settlement class will "release" their claims as part of the settlement, which means they cannot sue Radio Systems for the same issues in this lawsuit. The full terms of the release can be found in the settlement agreement located at [petsafesettlement.com](https://petsafesettlement.com).

## How do I know if I am part of this settlement?

If you bought a PetSafe e-collar product in California between October 1, 2018 and October 31, 2022, you may be a member of the class and entitled to money. The settlement includes the following products:

<p><b>Bark Collar Products</b>  Classic Bark Collar  Basic Bark Control Collar  Lite Rechargeable Bark Collar  Rechargeable Bark Control Collar</p> <p><b>Barrier Products</b>  Pawz Away Mini Pet Barrier  Pawz Away Indoor Pet Barrier  Pawz Away Outdoor Pet Barrier</p>	<p><b>In- Ground Fence Products</b>  PetSafe In-Ground Fence  Basic In-Ground Fence  Classic In-Ground Fence  Rechargeable In-Ground Fence  Stubborn Dog In-Ground Fence  Elite Little Dog Deluxe In-Ground Fence  Deluxe In-Ground Cat Fence</p> <p><b>Wireless Fence Products</b>  YardMax Rechargeable In-Ground Fence  YardMax Cordless In-Ground Fence  Wireless Pet Containment System  Stay &amp; Play Compact Wireless Fence  Stay &amp; Play Wireless Fence for Stubborn Dogs  Stay &amp; Play Wireless Fence with Replaceable Battery</p>
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## How much will my payment be?

Your payment depends on which and how many PetSafe e-collar products you purchased.

Each settlement class member who submits a valid claim form on time will get a cash award of \$50 for each Bark Collar Product, \$50 for each Barrier Product, and \$150 for each Containment and Fence Product.

You may submit a claim for up to 3 products with no proof of purchase. If you submit a claim for more than 3 products, you will need to provide proof of purchase. You must certify under oath which products PetSafe e-collar products you purchased.

Product	Cash Award
Bark Collar Products	\$30.00 each
Barrier Products	\$35.00 each
In-Ground Fence Products	\$90.00 each
Wireless Fence Products	\$140.00 each

If claims exceed the total amount of funds available, payments will be reduced *pro rata* so that all claims equal the total funds available.

## Deciding What to Do

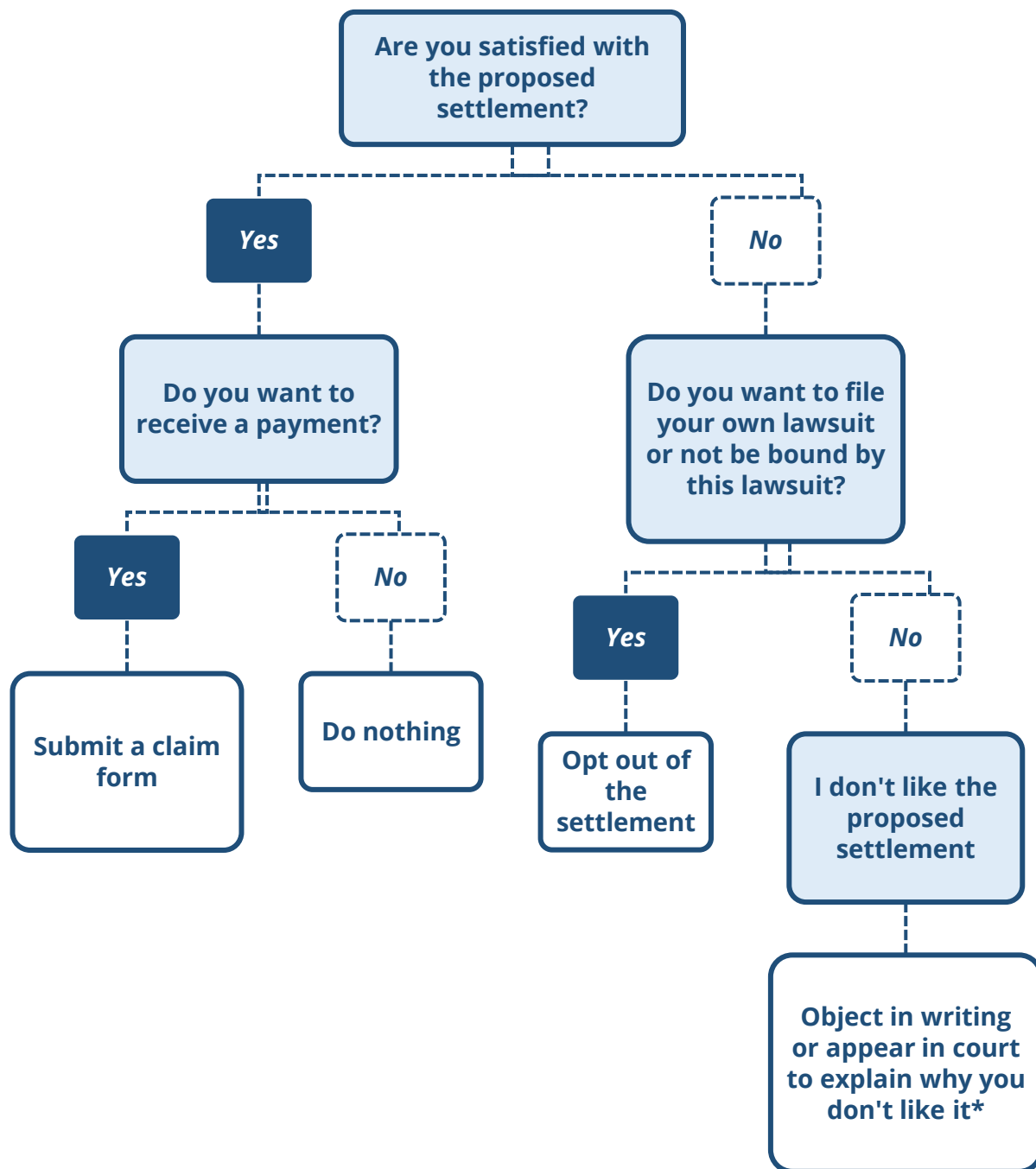
### How do I weigh my options?

You have four options. You can stay in the settlement and submit a claim, you can opt out of the settlement, you can object to the settlement, or you can do nothing. If you object to the settlement, but still want to receive a payment from settlement, you must submit a claim.

This chart shows the effects of each option:

	<b>Submit a Claim</b>	<b>Opt out</b>	<b>Object</b>	<b>Do Nothing</b>
<b>Can I receive settlement money if I ...</b>	YES	NO	YES	NO
<b>Am I bound by the terms of this lawsuit if I ...</b>	YES	NO	YES	YES
<b>Can I pursue my own case if I ...</b>	NO	YES	NO	NO
<b>Will the class lawyers represent me if I ...</b>	YES	NO	NO	YES

## What is the best path for me?



*\*You can object to the settlement AND submit a claim form to receive payment.*

## Submitting a Claim

### How do I get a payment if I am a class member?

If you wish to receive money, you must submit a verified claim form to the Settlement Administrator online or download a claim form at [petsafesettlement.com](https://petsafesettlement.com) and mail to the Settlement Administrator at:

PetSafe Settlement  
Attn: Claim Forms  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

The deadline is **[date]**.

### Do I have a lawyer in this lawsuit?

In a class action, the court appoints class representatives and lawyers to work on the case and represent the interests of all the class members. For this settlement, the Court has appointed the following individuals and lawyers.

**Class Counsel:** Amber L. Schubert of Schubert Jonckheer & Kolbe LLP.

This the lawyer who negotiated this settlement on your behalf. You may contact your lawyer at [petsafe.settlement@sjk.law](mailto:petsafe.settlement@sjk.law).

If you want to be represented by your own lawyer, you may hire one at your own expense.

## Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and costs will be paid from the Settlement Fund. **You will not have to pay the lawyers directly.**

To date, Class Counsel have not been paid any money for their work or the expenses that they have paid for the case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this Settlement, that the Court approve a payment of up to \$633,270 total in attorneys' fees plus the reimbursement of out-of-pocket expenses.

Lawyers' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees even if you think the settlement terms are fair.

Class Counsel will also ask the Court to approve a payment of up to \$10,000 to the Class Representative for the time and effort he contributed to the case. If approved by the Court, this will be paid from the Settlement Fund.

## Opting Out

### What if I don't want to be part of this settlement?

You can opt out. If you do, you will not receive payment and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this lawsuit and may be able to file your own case.

### How do I opt out?

To opt out of the settlement, you must complete the opt out form online at [petsafesettlement.com](https://petsafesettlement.com) or download the opt out form and submit it to the Settlement Administrator by mail:



PetSafe Settlement  
Attn: Opt Outs  
P.O. Box 58220  
Philadelphia, PA 19102

Be sure to include your name, address, telephone number, email address, case name and number, and signature.

The deadline to submit an opt out form online is [date]. Opt out forms submitted by mail must be postmarked no later than [date].

## Objecting

### What if I disagree with the settlement?

If you disagree with any part of the settlement (including the lawyers' fees) but don't want to opt out, you may object. You must give reasons why you think the Court should not approve it and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the settlement—it cannot change the terms of the settlement. You may, but don't need to, hire your own lawyer to help you.

To object, you must send a letter to the Court that:

- (1) is postmarked by [date];
- (2) includes the case name and number (*Hernandez v. Radio Systems Corporation*, No. 5:22-cv-01861-JGB-DTB)
- (3) includes your full name, address, telephone number, and email address (if you have one);
- (4) states the reasons for your objection;
- (5) says whether either you or your lawyer intend to appear at the final approval hearing and your lawyer's name;
- (6) your signature.

Mail the letter to:

Clerk of the Court  
U.S. District Court for Central District of CA  
George E. Brown, Jr. Federal Building and U.S.  
Courthouse  
3470 Twelfth Street  
Riverside, CA 92501-3801

## Doing Nothing

### What are the consequences of doing nothing?

If you do nothing, you will not get any money, but you will still be bound by the settlement and its “release” provisions. That means you won’t be able to start, continue, or be part of any other lawsuit against Radio Systems about the issues in this case. A full description of the claims and persons who will be released if this settlement is approved can be found at [petsafesettlement.com](https://petsafesettlement.com).

## Key Resources

### How do I get more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms can be found here. To get a copy of the settlement agreement or get answers to your questions:

- contact Class Counsel (information below)
- visit the case website at [petsafesettlement.com](https://petsafesettlement.com)
- access the Court’s docket online at [cacd.uscourts.gov](https://cacd.uscourts.gov) or by visiting the Clerk’s office of the Court (address below).

Resource	Contact Information
Case website	<a href="https://petsafesettlement.com">petsafesettlement.com</a>
Settlement Administrator	PetSafe Settlement c/o Settlement Administrator

	1650 Arch Street, Suite 2210 Philadelphia, PA 19103 (800) 000-0000 <a href="mailto:info@petsafesettlement.com">info@petsafesettlement.com</a>
<b>Class Counsel</b>	Amber L. Schubert Schubert Jonckheer & Kolbe LLP 2001 Union St Ste 200 San Francisco, CA 94102 <a href="mailto:petsafe.settlement@sjk.law">petsafe.settlement@sjk.law</a>
<b>Court (DO NOT CONTACT)</b>	U.S. District Court for Central District of CA George E. Brown, Jr. Federal Building and U.S. Courthouse 3470 Twelfth Street Riverside, CA 92501-3801

# EXHIBIT C

To: [Class Member Email Address]  
From: Pet Safe Settlement Administrator  
Subject: Notice of Proposed Class Action Settlement with Radio Systems Corporation

Notice ID: <<Notice ID Number>>  
Confirmation Code: <<Confirmation Code>>

QR CODE

***Hernandez v. Radio Systems Corporation***  
5:22-cv-01861-JGB-DTB

## **Notice of Class Action Settlement**

***Authorized by the United States District Court for the Central District of California***

**This is an important notice about a class action lawsuit.**

**Did you buy a  
PetSafe e-collar  
in California  
between  
October 2018  
and October  
2022?**



**There is a  
\$1,900,000  
settlement of a  
lawsuit.  
You may be  
entitled to  
money.**



**To receive a  
settlement  
payment, submit a  
Claim Form by  
DATE.  
To Opt Out of, or  
Object to the  
Settlement, you  
must take action by  
DATE.**

### **Key things to know:**

- You have been identified as a potential Settlement Class Member.
- If you take no action, any ruling from the Court will apply to you, and you will not be able to sue the Defendant for the same issues resolved by this Settlement.
- The Court will hold a hearing on **DATE** at **TIME** to decide whether to approve the Settlement.
- **This notice is only a summary. You can learn more by scanning the QR code, visiting [www.PetSafeSettlement.com](http://www.PetSafeSettlement.com) or calling toll-free 1-XXX-XXX-XXXX.**

**Use your personalized Notice ID and  
Confirmation Code at the top of this**



**Submit Your Claim  
Today  
Click Here**

**Email to submit your Claim Form  
today.**

**[Unsubscribe](#)**

# EXHIBIT D



U.S. District Court for the Central District of California  
*Hernandez v. Radio Systems Corporation*  
Case No. 5:22-cv-01861-JGB-DTB

ID #: 6852



## Class Action Notice

*Authorized by the U.S. District Court*

Did you buy a  
PetSafe e-collar in  
California between  
October 2018 and  
October 2022?

There is a \$1,900,000  
settlement of a  
lawsuit.

You may be entitled  
to money.

To be part of this  
settlement, you can  
respond by **[date]**.

You can visit  
[petsafesettlement.com](https://petsafesettlement.com)  
to learn more.

### Key things to know:

- You have been identified as a potential Settlement Class Member.
- If you take no action, any ruling from the Court will apply to you, and you will not be able to sue the Defendant for the same issues resolved by this Settlement.
- The Court will hold a hearing on **DATE** at **TIME** to decide whether to approve the Settlement.
- **This notice is only a summary. You can learn more by scanning the QR code, visiting [www.PetSafeSettlement.com](https://www.PetSafeSettlement.com) or calling toll-free 1-XXX-XXX-XXXX.**



# Court-Approved Legal Notice



This is an important notice  
about a class action lawsuit.

<<MAIL ID>>

<<NAME 1>>

<<NAME 2>>

<<ADDRESS LINE 1>>

<<ADDRESS LINE 2>>

<<ADDRESS LINE 3>>

<<ADDRESS LINE 4>>

<<ADDRESS LINE 5>>

<<CITY, STATE ZIP>>

<<COUNTRY>>

# EXHIBIT E

## **Schubert Jonckheer & Kolbe Announces Proposed \$1.9 Million Settlement in PetSafe E-Collar Consumer Class Action**

*If you purchased certain PetSafe e-collar products in California between October 2018 and October 2022, you may be entitled to compensation.*

SAN FRANCISCO, [date], 2025 /PRNewswire/ -- Schubert Jonckheer & Kolbe LLP today announced a \$1,900,000 settlement in a California consumer class-action against Radio Systems Corporation (“RSC”) concerning certain of its PetSafe e-collar products for pets.

The case, *Hernandez v. Radio Systems Corporation*, No. 5:22-cv-01861-JGB-DTB, concerns plaintiff’s allegations that RSC made misleading statements and omissions about the safety of certain PetSafe e-collar products. RSC denies that it made misleading statements about its products and denies any liability or wrongdoing with respect to the claims alleged by plaintiff in the action.

### **What does the settlement provide?**

RSC will pay \$1,900,000 million non-reversionary settlement fund to resolve the claims alleged in the action. The fund will be divided among settlement class members, as well as used to pay for costs and fees approved by the Court, including settlement administration. Settlement class members who submit valid claims will receive \$30.00 for each Bark Collar Product, \$35.00 for each Barrier Product, \$90.00 for each In-Ground Fence Product; and \$140.00 for each Wireless Fence Product. If claims exceed the total available funds, payments will be reduced.

### **How do I know if I am part of the settlement?**

If you bought a PetSafe e-collar product in California between October 1, 2018 and October 31, 2022, you may be a member of the class and entitled to money. The settlement includes the following products:

#### **Bark Collar Products**

Classic Bark Collar  
Basic Bark Control Collar  
Lite Rechargeable Bark Collar  
Rechargeable Bark Control Collar

#### **Barrier Products**

Pawz Away Mini Pet Barrier  
Pawz Away Indoor Pet Barrier  
Pawz Away Outdoor Pet Barrier

#### **In-Ground Fence Products**

PetSafe In-Ground Fence  
Basic In-Ground Fence  
Classic In-Ground Fence  
Rechargeable In-Ground Fence  
Stubborn Dog In-Ground Fence  
Elite Little Dog Deluxe In-Ground Fence  
Deluxe In-Ground Cat Fence  
YardMax Rechargeable In-Ground Fence  
YardMax Cordless In-Ground Fence

#### **Wireless Fence Products**

Wireless Pet Containment System  
Stay & Play Compact Wireless Fence  
Stay & Play Wireless Fence for Stubborn Dogs  
Stay & Play Wireless Fence with Replaceable Battery

### **How do I get a payment from the settlement?**

If you wish to receive money, you must submit a completed claim form to the Settlement Administrator online or download a claim form at [petsafesettlement.com](https://petsafesettlement.com) and mail to the Settlement Administrator at the address provided. The deadline is [date].

### **What are my rights?**

If you are a settlement class member and do nothing, you will be bound by the settlement and will give up any right to sue RSC in a separate lawsuit related to the legal claims in this lawsuit. If you want to keep your right to separately sue RSC, your written request to exclude yourself from the settlement must be submitted online or postmarked by [date]. If you do not exclude yourself, you may object to the settlement or ask for permission to appear and speak at the fairness hearing but only if you do so by [date].

### **When is the Court's hearing?**

The Court will hold a fairness hearing on [date] at [time] at the United States District Court for the Central District of California to decide whether to approve the settlement and grant the requested attorneys' fees and litigation expenses. The hearing will be located at:

George E. Brown, Jr. Federal Building and U.S. Courthouse  
Courtroom 1  
3470 Twelfth Street  
Riverside, CA 92501-3801

You or your own lawyer may appear and speak at the hearing at your own expense, but there is no requirement that you or your own lawyer do so. Please check [petsafesettlement.com](https://petsafesettlement.com) for updates as to the date or time of the hearing.

**For more information, including the full notice and settlement agreement, visit [petsafesettlement.com](https://petsafesettlement.com), email [petsafe.settlement@sjk.law](mailto:petsafe.settlement@sjk.law), or call 800-000-0000.**

### **About Schubert Jonckheer & Kolbe LLP**

[Schubert Jonckheer & Kolbe](https://schubertjonckheer.com) represents consumers, employees, and shareholders in class actions and shareholder derivative actions against corporate defendants, focusing on data privacy. The firm is based in San Francisco, and with the help of co-counsel, litigates cases nationwide.

### **Contact**

Amber L. Schubert  
Schubert Jonckheer & Kolbe LLP  
[aschubert@sjk.law](mailto:aschubert@sjk.law)  
Tel: 415-788-4220

SOURCE: Schubert Jonckheer & Kolbe LLP

# EXHIBIT F

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

Hernandez v. PetSafe Systems Corporation  
Case No. 5:22-cv-01861-JGB-DTB  
United States District Court, Central District of California

RSC  
CLAIM

## CLAIM FORM

### GENERAL INSTRUCTIONS FOR SETTLEMENT CLASS MEMBERS

The **Settlement Class** includes: All persons who purchased one or more of the **Class Products** in the State of California between October 1, 2018 and October 31, 2022.

**Class Products** means any of the following RSC products: Stay & Play Wireless Fence with Replaceable Battery Collar; Stay & Play Wireless Fence for Stubborn Dogs; Stay & Play Compact Wireless Fence; Wireless Pet Containment System; Pawz Away Mini Pet Barrier; Pawz Away Indoor Pet Barrier; Pawz Away Outdoor Pet Barrier; PetSafe In-Ground Fence; Stubborn Dog In-Ground Fence; Elite Little Dog Deluxe In-Ground Fence; Deluxe In-Ground Cat Fence; YardMax Rechargeable In-Ground Fence; Basic In-Ground Fence; Rechargeable In-Ground Fence; YardMax Cordless In-Ground Fence; Classic In-Ground Fence; Rechargeable Bark Control Collar; Lite Rechargeable Bark Collar; Classic Bark Collar; and Basic Bark Control Collar.

**Excluded from the Settlement Class** are governmental entities; RSC, any entity in which RSC has a controlling interest, and RSC's officers, directors, affiliates, representatives, employees, successors, subsidiaries, and assigns; and all judges, justices, or judicial officers presiding over this matter and the members of their immediate families and judicial staff.

### Monetary Relief

Only one (1) Claim Form may be filed per Settlement Class Member. Settlement Class Members who submit Valid Claims will be entitled to Cash Payments for each Class Product they purchased during the Class Period, as follows:

- Settlement Class Members may submit a claim for a Cash Payment of \$30.00 for each Bark Collar Product, \$35.00 for each Barrier Product, \$90.00 for each In-Ground Fence Product, and \$140.00 for each Wireless Fence Product.
- These Cash Payments to Settlement Class Members who submit Valid Claims are subject to a *pro rata* increase if the total value of Valid Claims is less than the Net Settlement Fund or a *pro rata* decrease if the total payments to Claimants would otherwise exhaust the Net Settlement Fund.
- Settlement Class Members must state under oath which Class Products were purchased. Anyone who submits Claims for more than three Class Products will be required to submit proof of purchase, subject to reasonable verification by the Settlement Administrator.

Visit [www.PetSafeSettlement.com](http://www.PetSafeSettlement.com) for more information about the Plan of Allocation.

### Submitting Your Claim Form

Mail your completed Claim Form along with supporting documentation to: **[Redacted] Settlement, Attn: Claim Forms, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.** Do not include original copies of your supporting documentation, as the documentation will not be returned to you.

Alternatively, you may complete and submit your Claim Form online at [www.PetSafeSettlement.com](http://www.PetSafeSettlement.com).

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

Hernandez v. PetSafe Systems Corporation  
Case No. 5:22-cv-01861-JGB-DTB  
United States District Court, Central District of California

RSC  
CLAIM

## CLAIM FORM

### I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Telephone Number

Notice ID Number\*

*\*If you received notice of this Settlement via email or mail, enter the Notice ID that was provided on your notice.  
Note: if you received notice directly from Amazon, please enter "Amazon" in the Notice ID Number box.*

### II. CLASS PRODUCT PURCHASES

Please provide the number of Class Products that you purchased in the State of California between October 1, 2018, and October 31, 2022.

RSC Class Product Type	Quantity Purchased
Bark Collar Products	
Barrier Products	
In-Ground Fence Products	
Wireless Fence Products	

**Bark Collar Products** means any of the following RSC Products, which are included within the Class Products: Rechargeable Bark Control Collar; Lite Rechargeable Bark Collar; Classic Bark Collar; and Basic Bark Control Collar.

**Barrier Products** means any of the following RSC Products, which are included within the Class Products: Pawz Away Mini Pet Barrier; Pawz Away Indoor Pet Barrier; and Pawz Away Outdoor Pet Barrier.

**In-Ground Fence Products** means any of the following RSC Products, which are included within the Class Products: PetSafe In-Ground Fence; Stubborn Dog In-Ground Fence; Elite Little Dog Deluxe In-Ground Fence; Deluxe In-Ground Cat Fence; YardMax Rechargeable In-Ground Fence; Basic In-Ground Fence; Rechargeable In-Ground Fence; YardMax Cordless In-Ground Fence; and Classic In-Ground Fence.

**Wireless Fence Products** means any of the following RSC Products, which are included within the Class Products: Stay & Play Wireless Fence with Replaceable Battery Collar; Stay & Play Wireless Fence for Stubborn Dogs; Stay & Play Compact Wireless Fence; Wireless Pet Containment System;

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

Hernandez v. PetSafe Systems Corporation  
Case No. 5:22-cv-01861-JGB-DTB  
United States District Court, Central District of California

RSC  
CLAIM

## CLAIM FORM

### III. PAYMENT SELECTION

Please select **one** of the following payment options:

☐ **Venmo** - Enter the mobile number associated with your Venmo account: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

☐ **Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ or Email Address: \_\_\_\_\_

☐ **Virtual Prepaid Card** - Enter your email address: \_\_\_\_\_

*Requests for Physical Checks will be honored upon request. Please contact [info@PetSafeSettlement.com](mailto:info@PetSafeSettlement.com) if you would like to request payment via check.*

### IV. AFFIRMATION & SIGNATURE

I swear and affirm under penalty of perjury pursuant to laws of the United States of America to the following:

- The information provided in this Claim Form, including any proof of purchase submitted in support of this Claim Form, is true and correct to the best of my knowledge.
- I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



# EXHIBIT G

Robert C. Schubert (No. 62684)  
Amber L. Schubert (No. 278696)  
Daniel L.M. Pulgram (No. 354569)  
**Schubert Jonckheer & Kolbe LLP**  
2001 Union Street, Suite 200  
San Francisco, CA 94123  
Tel: 415-788-4220  
Fax: 415-788-0161  
rschubert@sjk.law  
aschubert@sjk.law  
dpulgram@sjk.law

*Counsel for Plaintiff*

IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

STEVEN HERNANDEZ Individually  
and on Behalf of All Others Similarly  
Situating;

Plaintiff,

v.

RADIO SYSTEMS CORPORATION,

Defendant.

Case No. 5:22-cv-01861-JGB-DTB

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT  
AND PROVIDING FOR NOTICE**

Date: June 16, 2025  
Time: 9:00 a.m.  
Judge: Hon. Jesus G. Bernal  
Courtroom: 1

[Proposed] Order Granting Plaintiff's Motion for Preliminary Approval of Class Action  
Settlement and Providing for Notice

1 This matter comes before the Court on Plaintiff's Motion for Preliminary  
2 Approval of Class Action Settlement and Providing for Notice ("Motion").

3 WHEREAS, plaintiff Steven Hernandez, on behalf of the Settlement Class, and  
4 defendant Radio Systems Corporation, Inc. ("RSC") entered into a Settlement Agreement  
5 on May 16, 2025, which, together with the Exhibits annexed thereto ("Settlement  
6 Agreement"), sets forth the terms and conditions for a proposed settlement of this action,  
7 and for its dismissal with prejudice upon the terms and conditions set forth therein,  
8 subject to Court approval;

9 WHEREAS, plaintiff and RSC are sometimes collectively referred to herein as the  
10 "Parties";

11 WHEREAS, plaintiff has moved the Court for an order (i) preliminarily approving  
12 the Settlement under Federal Rule of Civil Procedure 23, (ii) finding that the Court will  
13 likely be able to certify the Settlement Class for settlement purposes only, and (iii)  
14 directing notice as set forth herein;

15 WHEREAS, the Settlement before the Court is the product of extensive  
16 negotiations, including in mediations before Robert A. Meyer of JAMS;

17 WHEREAS, RSC does not oppose the Motion;

18 WHEREAS, the Court is familiar with and has reviewed the record, the Settlement  
19 Agreement, the Notice of Motion and Motion for Preliminary Approval of Class Action  
20 Settlement, and the Memorandum of Points and Authorities in Support Thereof, and the  
21 supporting Declaration, and has found good cause for entering the following Order;

22 WHEREAS, unless otherwise specified, all capitalized terms used herein that are  
23 defined in the Settlement Agreement have the same meanings as set forth in that  
24 agreement.

25 NOW THEREFORE, it is hereby ORDERED and ADJUDGED as follows:  
26  
27

**Certification of Settlement Class**

1.  
The Court finds, upon preliminary evaluation and for purposes of the Settlement only, that the Court will likely be able to certify the following proposed pursuant to Federal Rule of Civil Procedure 23:

All persons who purchased one or more of the following PetSafe products in the State of California between October 2018 and October 2022:

Stay & Play Wireless Fence with Replaceable Battery Collar; Stay & Play Wireless Fence for Stubborn Dogs; Stay & Play Compact Wireless Fence; Wireless Pet Containment System; Pawz Away Mini Pet Barrier; Pawz Away Indoor Pet Barrier; Pawz Away Outdoor Pet Barrier; In-Ground Fence; Stubborn Dog In-Ground Fence; Little Dog Deluxe In-Ground Fence; Deluxe In-Ground Cat Fence; YardMax Rechargeable In-Ground Fence; Basic In- Ground Fence; Rechargeable In-Ground Fence; YardMax Cordless In-Ground Fence; Classic In-Ground Fence; Rechargeable Bark Control Collar; Lite Rechargeable Bark Collar; Bark Collar; and Basic Bark Control Collar.

Excluded from this class are governmental entities, RSC, any entity in which RSC has a controlling interest, and RSC's officers, directors, affiliates, representatives, employees, successors, subsidiaries, and assigns. Also excluded from the class are any judges, justices, or judicial officers presiding over this matter and the members of their immediate families and judicial staff.

2.  
For purposes of settlement only, the Court concludes that the Settlement Class meets all the prerequisites of Federal Rule of Civil Procedure 23 for class certification, including numerosity, commonality, typicality, predominance of common issues, superiority, and that plaintiff and Class Counsel are adequate representatives of the Settlement Class.

1           3.     This provisional certification of the Settlement Class shall be solely for  
2 settlement purposes, without prejudice to the Parties in the event the Settlement  
3 Agreement is not finally approved by this Court or otherwise does not take effect. In  
4 the event that the Settlement Agreement is not finally approved, this provisional  
5 certification shall be vacated and shall have no effect.

6                           **Preliminary Approval of the Settlement**

7           4.     The Court finds that the Settlement is the product of non-collusive arm's-  
8 length negotiations between experienced counsel who were thoroughly informed of the  
9 strengths and weaknesses of the case, including through discovery and motion practice,  
10 and whose negotiations were supervised by an experienced mediator.

11           5.     The terms of the Settlement do not improperly grant preferential  
12 treatment to any segment or member of the Settlement Class and fall within the range  
13 of possible approval as fair, reasonable, and adequate.

14           6.     The Court hereby preliminarily approves the Settlement, including as  
15 memorialized in the Settlement Agreement, subject to further consideration at the Final  
16 Approval Hearing to be conducted as described below.

17                           **Manner and Form of Notice**

18           7.     The Court approves, as to their form and content, the Notices and Claim  
19 Form substantially in the form of Exhibits B, C, D, E, and F to the Settlement  
20 Agreement. The proposed Notice Plan, which includes direct notice via email or  
21 postcard, and settlement website notice, will provide the best notice practicable under  
22 the circumstances.

23           8.     The Notices and their manner of transmission are reasonably calculated,  
24 under the circumstances, to apprise the Settlement Class of the pendency of the action,  
25 the proposed Settlement and its effects (including the Released Claims), the anticipated  
26 motion for attorneys' fees, costs, and expenses and for a service award, and their rights,  
27 including to participate in, opt out of, or object to any aspect of the proposed

1 Settlement; constitute due, adequate and sufficient notice to the Settlement Class; and  
2 satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure, due  
3 process, and all other applicable law and rules. The date and time of the Final Approval  
4 Hearing shall be included in the Notice before dissemination.

5 9. The Court hereby appoints Angeion Group LLC to serve as the  
6 Settlement Administrator to supervise and administer the notice procedures, establish  
7 and operate a settlement website, administer the claims processes, distribute cash  
8 payments according to the processes and criteria set forth in the Settlement Agreement  
9 and the incorporated Plan of Allocation, and perform any other duties of the  
10 Settlement Administrator that are reasonably necessary or provided for in the  
11 Settlement Agreement.

12 10. All reasonable expenses incurred in identifying and notifying members of  
13 the Settlement Class, as well as in administering the Settlement Fund, shall be paid from  
14 the Settlement Fund as set forth in the Settlement Agreement. In the event the  
15 Settlement is not approved by the Court or otherwise fails to become effective, Class  
16 Counsel shall not be obligated to repay amounts paid to, or that are billed by, the  
17 Settlement Administrator for Settlement Administration or Notice.

18 11. All Settlement Class Members who wish to participate in the Settlement  
19 shall complete and submit a Claim Form in accordance with the instructions contained  
20 therein. All Claim Forms must be postmarked or submitted electronically within 60  
21 days after the Notice Date as set forth in the Settlement Agreement.

22 12. No later than 45 days after entry of this Order, the Settlement  
23 Administrator shall begin sending the Notice, substantially in the form of Exhibits C  
24 and D to the Settlement Agreement, via email to all members of the Settlement Class  
25 who have been and can be identified with reasonable effort, and shall issue  
26 supplemental notice as set forth in the Settlement Agreement. The Settlement  
27 Administrator shall also publish the settlement website and post the Notice and Claim

28 [Proposed] Order Granting Plaintiff's Motion for Preliminary Approval of Class  
Action Settlement and Providing for Notice

1 Form thereon on the first date that the Notice is sent to members of the Settlement  
2 Class.

3 13. The dates provided for herein may be extended by Order of the Court, for  
4 good cause shown, without further notice to the Settlement Class.

5 **The Final Approval Hearing**

6 14. The Court will hold a Final Approval Hearing on \_\_\_\_\_, at the  
7 United States District Court for the Central District of California, George E. Brown, Jr.  
8 Federal Building and United States Courthouse, Courtroom 1, 3470 Twelfth Street,  
9 Riverside, CA 92501-3801, for the following purposes: (i) to finally determine whether  
10 the Settlement Class satisfies the applicable requirements for certification under Federal  
11 Rules of Civil Procedure 23(a) and 23(b)(3); (ii) to determine whether the Settlement  
12 should be approved as fair, reasonable, and adequate and in the best interests of the  
13 Settlement Class; (iii) to consider Class Counsel's application for an award of attorneys'  
14 fees, costs, and expenses and for a service award to the representative plaintiff; and (iv)  
15 to consider any other matters that may properly be brought before the Court in  
16 connection with the Settlement.

17 15. Class Counsel's application for an award of attorneys' fees, expenses, and  
18 costs and for a service award will be considered separately from the fairness,  
19 reasonableness, and adequacy of the Settlement. Any appeal from any order relating  
20 solely to Class Counsel's application for an award of attorneys' fees, costs, and  
21 expenses, and/or to Class Counsel's application for a service award, or any reversal or  
22 modification of any such order, shall not operate to terminate or cancel the Settlement  
23 or to affect or delay the finality of a judgment approving the Settlement.

24 16. Filings in support of final approval of the Settlement and Class Counsel's  
25 application for attorneys' fees, expenses and costs and for a service award shall be filed  
26 35 days before the Final Approval Hearing. Any Reply in support of final approval of  
27

1 the Settlement or Class Counsel's application for attorneys' fees, expenses and costs and  
2 for a service award shall be filed 14 days after the Objection and Exclusion Deadline.

3 **Objections and Appearances at the Final Approval Hearing**

4 17. Any Settlement Class Member may appear at the Final Approval Hearing  
5 and show cause why the proposed Settlement should or should not be approved as fair,  
6 reasonable, and adequate; why judgment should or should not be entered; or to  
7 comment on or oppose Class Counsel's application for attorneys' fees, costs, and  
8 expenses or Class Counsel's application for a service award.

9 18. No person or entity shall be heard or entitled to contest the approval of  
10 the Settlement, or if approved, the judgment to be entered approving the Settlement, or  
11 Class Counsel's application for an award of attorneys' fees, costs, and expenses and for  
12 a service award, unless that person's objection is submitted through the Court's  
13 electronic filing system or mailed to the Settlement Administrator and postmarked  
14 within 60 days after the Notice Date (the "Objection and Exclusion Deadline").

15 19. Objections must include (a) the Settlement Class Member's full name,  
16 mailing address, telephone number, email address, and signature; (b) if represented by  
17 counsel, the Settlement Class Member's counsel's name, mailing address, email address,  
18 and telephone number; (c) proof of membership in the Class; (d) a detailed statement  
19 of the objection, including all the grounds for the objection together with any evidence  
20 the Settlement Class Member thinks supports it; (e) a statement whether the objection  
21 applies only to the Settlement Class Member, to a specific subset of the Class, or to the  
22 entire Class; (f) a statement whether the Settlement Class Member or their counsel  
23 intends to speak at the Final Approval Hearing; and (g) a list of all cases in which the  
24 Settlement Class Member or their counsel has filed an objection to a class action  
25 settlement within the past five years.

26 20. Any Settlement Class Member who does not make his, her, or its  
27 objection in the time and manner provided for herein shall be deemed to have waived



1 such objection and shall forever be barred from making any objection to the fairness,  
2 reasonableness, or adequacy of the proposed Settlement, and to Class Counsel's  
3 application for an award of attorneys' fees, costs, and expenses and for a service award.

4 21. By objecting, or otherwise requesting to be heard at the Final Approval  
5 Hearing, a person shall be deemed to have submitted to the jurisdiction of the Court  
6 with respect to the objection or request to be heard and the subject matter of the  
7 Settlement, including but not limited to enforcement of the terms of the Settlement.

8 22. Attendance at the Final Approval Hearing is not necessary, but persons  
9 wishing to be heard orally in connection with approval of the Settlement, including the  
10 plan of allocation, and/or the application for an award of attorneys' fees, costs, and  
11 expenses and for a service award must indicate in their written objection their intention  
12 to appear at the hearing. If an objector hires an attorney for the purposes of making an  
13 objection, the attorney must file a notice of appearance with the Court by the Objection  
14 Deadline.

15 **Exclusion from the Settlement Class**

16 23. Any requests for exclusion are due no later than 11 days after entry of this  
17 Order ("Exclusion Deadline"). Any person or entity who would otherwise be a member  
18 of the Settlement Class who wishes to be excluded from the Settlement Class must  
19 notify the Settlement Administrator in writing of that intent by submitting an Opt-Out  
20 form, available on the settlement website, either (i) by U.S. mail postmarked no later  
21 than the Exclusion Deadline; or (ii) by submission on the Settlement Website no later  
22 than the Exclusion Deadline.

23 24. Any person or entity who is a member of the Settlement Class and who  
24 validly and timely requests exclusion from the Settlement shall not be a Settlement Class  
25 Member; shall not be bound by the Settlement Agreement; shall not be eligible to apply  
26 for or receive any benefit under the terms of the Settlement Agreement; and shall not  
27 be entitled to submit an Objection to the Settlement.

25. Any member of the Settlement Class who does not notify the Settlement Administrator of his, her, or its intent to be excluded from the Settlement Class in the manner stated herein shall be deemed to have waived his or her right to be excluded from the Settlement Class. If the Court approves the Settlement, any such person or entity shall forever be barred from requesting exclusion from the Settlement Class in this or any other proceeding, and shall be bound by the Settlement and the judgment, including the release of the Released Claims provided for in the Settlement Agreement, and the Final Order and Judgment.

**Termination of the Settlement.**

26. If the Settlement fails to become effective in accordance with its terms, or if the Final Order and Judgment is not entered or is reversed or vacated on appeal, this Order shall be null and void, the Settlement Agreement shall be deemed terminated, and the Parties shall return to their positions without any prejudice, as provided for in the Settlement Agreement.

**Limited Use of This Order**

27. The fact and terms of this Order or the Settlement, all negotiations, discussions, drafts and proceedings in connection with this Order or the Settlement, and any act performed or document signed in connection with this Order or the Settlement, shall not, in this or any other Court, administrative agency, arbitration forum, or other tribunal, constitute an admission, or evidence, or be deemed to create any inference (i) of any acts of wrongdoing or lack of wrongdoing, (ii) of any liability on the part of RSC to plaintiff, the Settlement Class, or anyone else, (iii) of any deficiency of any claim or defense that has been or could have been asserted in this action, (iv) of any damages or absence of damages suffered by plaintiff, the Settlement Class, or anyone else, or (v) that any benefits obtained by the Settlement Class under the Settlement represent the amount that could or would have been recovered from RSC in this action if it were not settled at this time.

28. The fact and terms of this Order or the Settlement, and all negotiations, discussions, drafts, and proceedings associated with this Order or the Settlement, including the judgment and the release of the Released Claims provided for in the Settlement Agreement, shall not be offered or received in evidence or used for any other purpose in this or any other proceeding in any court, administrative agency, arbitration forum, or other tribunal, except as necessary to enforce the terms of this Order, the Final Order and Judgment, and/or the Settlement.

#### **Reservation of Jurisdiction**

29. The Court retains exclusive jurisdiction over the action to consider all further matters arising out of or connected with the Settlement.

30. All discovery and pretrial and trial proceedings and deadlines are vacated until further notice from the Court, except for such actions as are necessary to implement the Settlement Agreement and this Order.

#### **Schedule and Deadlines**

31. The Court sets the following schedule for further Settlement-related proceedings:

<b>Event</b>	<b>[Proposed] Deadline</b>
Notice Date	45 days after Preliminary Approval Order
Close of Claim Period	60 days after Notice Date
Objection and Exclusion Deadline	60 days after Notice Date
Plaintiff's Motion for Final Approval of the Settlement	35 days before Objection and Exclusion Deadline
Plaintiff's Motion for Attorney's Fees, Expenses, and Service Award	35 days before Objection and Exclusion Deadline
Parties' Responses to Objections	14 days after Objection and Exclusion Deadline
Final Approval Hearing	At least 133 days after Preliminary Approval Order

[Proposed] Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement and Providing for Notice

1 **IT IS SO ORDERED.**

2  
3 Date:

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6 Hon. Jesus G. Bernal  
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[Proposed] Order Granting Plaintiff's Motion for Preliminary Approval of Class  
Action Settlement and Providing for Notice

# EXHIBIT H

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Amber L. Schubert (No. 278696)  
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*Counsel for Plaintiff*

IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

STEVEN HERNANDEZ Individually  
and on Behalf of All Others Similarly  
Situating;

Plaintiff,

v.

RADIO SYSTEMS CORPORATION,  
Defendant.

Case No. 5:22-cv-01861-JGB-DTB

**[PROPOSED] FINAL APPROVAL  
ORDER AND JUDGMENT**

Date: June 16, 2025  
Time: 9:00 a.m.  
Judge: Hon. Jesus G. Bernal  
Courtroom: 1

1 This matter came before the Court for hearing pursuant to the Order Granting  
2 Plaintiff's Motion for Preliminary Approval of Class Action Settlement and Providing for  
3 Notice, dated \_\_\_\_\_ ("Preliminary Approval Order"), on the motion of plaintiff Steven  
4 Hernandez for final approval of the proposed class action settlement with defendant  
5 Radio Systems Corporation ("RSC"). Due and adequate notice having been given of the  
6 Settlement as required by the Preliminary Approval Order, the Court having considered  
7 all papers filed and proceedings conducted herein, and good cause appearing therefor, it  
8 is hereby **ORDERED, ADJUDGED** and **DECREED** as follows:

9 1. This Final Approval Order and Judgment incorporates by reference the  
10 definitions in the Settlement Agreement, dated \_\_\_\_\_, and all defined terms used  
11 herein that are defined in the Settlement Agreement have the same meanings ascribed to  
12 them in the Settlement Agreement.

13 2. This Court has jurisdiction over the subject matter of the action and over  
14 all parties thereto, and venue is proper in this Court.

15 3. The Court reaffirms and makes final its provisional findings, rendered in  
16 the Preliminary Approval Order, that, for purposes of the Settlement only, all  
17 prerequisites for maintenance of a class action set forth in Federal Rules of Civil  
18 Procedure 23(a) and (b)(3) are satisfied.

19 4. The Court accordingly certifies the following Settlement Class:

20 All persons who purchased one or more of the following PetSafe  
21 products in the State of California between October 2018 and October  
22 2022:

23 Stay & Play Wireless Fence with Replaceable Battery Collar; Stay & Play  
24 Wireless Fence for Stubborn Dogs; Stay & Play Compact Wireless  
25 Fence; Wireless Pet Containment System; Pawz Away Mini Pet Barrier;  
26 Pawz Away Indoor Pet Barrier; Pawz Away Outdoor Pet Barrier; In-  
27 Ground Fence; Stubborn Dog In-Ground Fence; Little Dog Deluxe In-  
28 Ground Fence; Deluxe In-Ground Cat Fence; YardMax Rechargeable  
In-Ground Fence; Basic In- Ground Fence; Rechargeable In-Ground  
Fence; YardMax Cordless In-Ground Fence; Classic In-Ground Fence;

1 Rechargeable Bark Control Collar; Lite Rechargeable Bark Collar; Bark  
2 Collar; and Basic Bark Control Collar.

3 5. Excluded from this class are governmental entities, RSC, any entity in which  
4 RSC has a controlling interest, and RSC's officers, directors, affiliates, representatives,  
5 employees, successors, subsidiaries, and assigns. Also excluded from the class are any  
6 judges, justices, or judicial officers presiding over this matter and the members of their  
7 immediate families and judicial staff.

8 6. Pursuant to Federal Rule of Civil Procedure 23(e), the Court hereby grants  
9 final approval of the Settlement and finds that it is, in all respects, fair, reasonable, and  
10 adequate and in the best interests of the Settlement Class.

11 7. The Court finds that notice of this Settlement was given to Settlement Class  
12 Members in accordance with the Preliminary Approval Order and constituted the best  
13 notice practicable of the proceedings and matters set forth therein, including the  
14 Settlement, to all persons entitled to such notice, and that this notice satisfied the  
15 requirements of Federal Rule of Civil Procedure 23 and of due process. The Court further  
16 finds that the notification requirements of the Class Action Fairness Act, 28 U.S.C.  
17 § 1715, have been met.

18 8. The Court directs the parties and the Settlement Administrator to  
19 implement the Settlement according to its terms and conditions and the Final Approval  
20 Order and Judgment.

21 9. Upon the Effective Date, Releasing Persons shall be deemed to have, and  
22 by operation of this Judgment shall have, fully, finally, and forever released, relinquished,  
23 and discharged the Released Persons from all Released Claims.

24 10. The persons and entities identified in Exhibit 1 hereto requested exclusion  
25 from the Settlement Class as of the Objection and Exclusion Deadline. These persons  
26 and entities shall not share in the benefits of the Settlement, and this Final Approval  
27 Order and Judgment does not affect their legal rights to pursue any claims they may have  
28



1 against RSC. All other members of the Settlement Class are hereinafter barred and  
2 permanently enjoined from prosecuting any Released Claims against RSC in any court,  
3 administrative agency, arbitral forum, or other tribunal.

4 11. Neither Class Counsel's application for attorneys' fees, reimbursement of  
5 litigation expenses, and a service award for plaintiff, nor any order entered by this Court  
6 thereon, shall in any way disturb or affect this Final Approval Order and Judgment, and  
7 all such matters shall be treated as separate from this Final Approval Order and Judgment.

8 12. Neither the Settlement, nor any act performed or document executed  
9 pursuant to or in furtherance of the Settlement, is or may be deemed to be or may be  
10 used as an admission of, or evidence of, (a) the validity of any Released Claim, (b) any  
11 wrongdoing or liability of RSC, or (c) any fault or omission of RSC in any proceeding in  
12 any court, administrative agency, arbitral forum, or other tribunal.

13 13. To the extent permitted by law, neither the Settlement Agreement, the  
14 Settlement, this Final Approval Order and Judgment, any of their terms or provisions,  
15 nor any of the negotiations or proceedings connected with them, shall be offered as  
16 evidence or received in evidence or used in any way in any pending or future civil,  
17 criminal, or administrative action or any other proceeding to establish any liability or  
18 wrongdoing of, or admission by RSC.

19 14. Notwithstanding the foregoing, nothing in this Final Approval Order and  
20 Judgment shall be interpreted to prohibit the use thereof in a proceeding to consummate  
21 or enforce the Settlement Agreement, or to defend against the assertion of Released  
22 Claims in any other proceeding. All other relief not expressly granted to the Settlement  
23 Class Members is denied.

24 15. No Settlement Class Member or any other person will have any claim  
25 against RSC, plaintiff, Class Counsel, or the Settlement Administrator arising from or  
26 relating to the Settlement or actions, determinations or distributions made substantially  
27 in accordance with the Settlement or Orders of the Court.

1           16. Without affecting the finality of this Final Approval Order and Judgment,  
2 this Court reserves exclusive jurisdiction over all matters related to administration,  
3 consummation, enforcement, and interpretation of the Settlement, and this Final  
4 Approval Order and Judgment entered herein, including (a) distribution or disposition of  
5 the Settlement Fund; (b) further proceedings, if necessary, on the application for  
6 attorneys' fees, reimbursement of litigation expenses, and a service award for plaintiff;  
7 and (c) the parties for the purpose of construing, enforcing, and administering the  
8 Settlement. If any party fail(s) to fulfill its or their obligations under the Settlement, the  
9 Court retains authority to vacate the provisions of the Final Approval Order and  
10 Judgment releasing, relinquishing, discharging, barring and enjoining the prosecution of,  
11 the Released Claims, and to reinstate the Released Claims.

12           17. If the Settlement does not become effective, then this Final Approval Order  
13 and Judgment shall be rendered null and void to the extent provided by and in accordance  
14 with the Settlement Agreement and shall be vacated and, in such event, all orders entered  
15 and releases delivered in connection herewith shall be null and void to the extent provided  
16 by and in accordance with the Settlement Agreement.

17           18. The Court finds, pursuant to Rules 54(a) and (b) of the Federal Rules of  
18 Civil Procedure, that final judgment of dismissal with prejudice as to RSC should be  
19 entered forthwith and further finds that there is no just reason for delay in the entry of  
20 the Judgment, as Final Judgment, in accordance with the Settlement Agreement.

21           **JUDGMENT IS HEREBY ENTERED**, pursuant to Federal Rule of Civil  
22 Procedure 58, as to the above-specified class of persons and entities, on the terms and  
23 conditions of the Settlement Agreement, as approved herein.

24           A. The Court adopts the terms and definitions set forth in the Settlement  
25 Agreement incorporated into the Final Approval Order and Judgement.

26           B. All Released Claims of the Releasing Persons are hereby released as against  
27 RSC and the Released Persons, as defined in the Settlement Agreement.

1 C. The claims of plaintiff and the Settlement Class Members are dismissed with  
2 prejudice in accordance with the Court's Final Approval Order and Judgment.

3 D. The parties shall bear their own costs and attorneys' fees, except as set forth  
4 in the Settlement Agreement or otherwise set forth in the Final Approval Order and  
5 Judgment regarding plaintiff's request for attorneys' fees, expenses, and a service award.

6 E. This document constitutes a final judgment and separate document for  
7 purposes of Federal Rule of Civil Procedure 58(a).

8 F. The Court finds, pursuant to Rule 54(a) of the Federal Rules of Civil  
9 Procedure, that this final judgment should be entered and that there is no just reason for  
10 delay in the entry of this final judgment as to plaintiff, the Settlement Class Members,  
11 and RSC. Accordingly, the Clerk is hereby directed to enter judgment forthwith.

12  
13 **IT IS SO ORDERED.**

14 **JUDGMENT ENTERED this \_\_\_\_\_.**  
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Hon. Jesus G. Bernal  
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# EXHIBIT I

**STIPULATED UNDERTAKING REGARDING ATTORNEYS' FEES AND EXPENSES**

Class Counsel and RSC Counsel stipulate and agree as follows:

WHEREAS, all terms used in this Undertaking shall have the same meaning assigned to those terms in the Settlement Agreement;

WHEREAS, Class Counsel hereby give an undertaking (the "Undertaking") for repayment of any award of Attorneys' Fees and Expenses paid to Class Counsel under Section 9.4 of the Settlement Agreement;

WHEREAS, the Parties agree that this Undertaking is in the best interests of all Parties and in service of judicial economy and efficiency;

**NOW, THEREFORE**, the undersigned Class Counsel, on behalf of themselves and as agents of their law firm, Schubert Jonckheer & Kolbe LLP, by making this Undertaking, hereby jointly and severally submit themselves and their law firm, Schubert Jonckheer & Kolbe LLP, and the partners of this law firm, to the continuing jurisdiction of the Court for the purpose of enforcing this Undertaking and any disputes relating to or arising out of the reimbursement obligation set forth herein and in the Settlement Agreement. If the Court's Final Approval Order and Judgment is vacated, overturned, reversed, or rendered void as a result of an appeal or for any other reason, or the Settlement Agreement is voided, rescinded, or otherwise terminated for any other reason, in whole or in part, Class Counsel shall, within thirty (30) days of such action, repay RSC the full amount of the Attorneys' Fee and Expense Award paid under Section 9.4 of the Settlement Agreement. Class Counsel shall deliver to RSC Counsel a Promissory Note executed by the law firm of Schubert Jonckheer & Kolbe LLP, acknowledging and agreeing to its obligations under Section 9.5 of the Settlement Agreement.

If Class Counsel fails to repay RSC any portion of the Attorneys' Fee and Expense Award owed to it pursuant to this Undertaking, the Court shall, upon application by RSC and notice to Class Counsel, summarily issue orders, including but not limited to judgments and attachment orders against Class Counsel for the full amount of the Attorneys' Fee and Expense Award plus any additional attorneys' fees or expenses incurred by RSC in connection with the litigation or enforcement of this Undertaking, and may make findings for sanctions for contempt of court.

Neither the death, incapacitation, personal bankruptcy, or disbarment of Class Counsel, nor the dissolution, winding up, bankruptcy, merger, acquisition, or other change in the composition or solvency of the law firm of Schubert Jonckheer & Kolbe LLP shall in any way affect the obligations of Class Counsel agreed to in this Undertaking.

The undersigned stipulates, warrants, and represents that they have both actual and apparent authority to enter into this Stipulation, Agreement, and Undertaking on behalf of the law firm of Schubert Jonckheer & Kolbe LLP, and the partners of this law firm respectively.

This Undertaking may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures by facsimile or electronic signature shall be deemed the same as original signatures.

The undersigned declare under penalty of perjury under the laws of the United States that they have read and understand the foregoing and that it is true and correct.

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD