

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

CATHY GOODMAN, et al.,

Plaintiffs,

v.

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

Defendant.

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

CIVIL ACTION

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

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

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

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

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

Defendant does not oppose this Motion.

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

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

Dated: August 8, 2024

/s/ Rachel Dapeer

Rachel Dapeer

DAPEER LAW, P.A.

New Jersey Bar No. 039272011

3331 Sunset Avenue

Ocean, New Jersey 07712

Telephone: 305-610-5223

rachel@dapeer.com

Andrew J. Shamis (*pro hac vice* to be filed)

Edwin E. Elliott (admitted *pro hac vice*)

SHAMIS & GENTILE, P.A.

14 NE 1st Avenue, Suite 400

Miami, Florida 33132

Telephone: 305-479-2299

ashamis@shamisgentile.com

edwine@shamisgentiel.com

Jeffrey D. Kaliel (*pro hac vice* to be filed)

Sophia G. Gold (admitted *pro hac vice*)

KALIELGOLD PLLC

jkaliel@kalielpllc.com

sgold@kalielgold.com

1100 15th Street NW, 4th Floor

Washington, D.C. 20005

Telephone: 202-350-4783

Scott Edelsberg (*pro hac vice* to be filed)

EDELSBERG LAW, PA

20900 NE 30th Ave, Suite 417

Aventura, Florida 33180

Telephone: 305-975-3320

scott@edelsberglaw.com

*Counsel for Plaintiffs and the
Proposed Settlement Class*

EXHIBIT 1

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

3. Class Counsel's receipt of any Court-approved payment for attorneys' fees, costs and expenses from the Settlement Payment will be in lieu of statutory fees Plaintiffs and/or their attorneys, including Class Counsel, might otherwise have been entitled to recover.

4. Class Counsel shall have discretion to allocate any Court-approved payment of attorneys' fees, costs and expenses from the Settlement Payment amongst Class Counsel as they may see fit subject to the applicable rules of professional responsibility. Defendant shall have no liability or other responsibility for allocation of any such attorneys' fees, costs and expenses awarded and, in the event that any dispute arises relating to the allocation of fees, expenses or costs, Class Counsel agree to hold Defendant and all Released Parties harmless from any and all such liabilities, costs (including attorneys' fees), and expenses of such dispute.

5. The Court's fee, expense and cost award to Class Counsel shall be separate from its determination of whether to approve the Settlement. In the event the Court approves the Settlement but denies, in whole or in part, the fee, expense and cost request by Class Counsel, the Settlement Agreement shall nevertheless be binding on the Parties and Settlement Class Members. Any separate appeal from the Court's order approving or rejecting, in whole or in part, Class Counsel's fee, expense and cost request shall not operate to terminate or cancel this Agreement or otherwise affect or delay the finality of the Final Order and Judgment or the Settlement.

VII. RELEASES AND DISMISSAL OF ACTION

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

XII. SETTLEMENT NOT EVIDENCE AGAINST PARTIES

1. The provisions contained in this Agreement are not and shall not be deemed a presumption, concession or admission by Defendant of any default, liability or wrongdoing as to any facts or claims alleged or asserted in the Action, or in any actions or proceedings, nor shall they be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any person in the Action, or in any other action or proceeding, whether civil, criminal or administrative; provided, however, nothing in this Agreement shall be interpreted to prevent Defendant from introducing this Agreement where necessary to enforce its terms.

2. Defendant does not admit that it or any of the Released Parties has engaged in any illegal or wrongful activity or that any person has sustained any damage by reason of any of the facts complained of in the Action. Defendant does not consent to certification of the Settlement Class for any purpose other than to effectuate the Settlement of the Action. Notwithstanding any other provision in this Agreement, nothing in this Agreement shall be interpreted to preclude Defendant from offering this Agreement in any action or proceeding that seeks to prosecute or continue with a Released Claim.

XIII. OBJECTIONS AND OPT OUTS

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

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

8. Any request for exclusion or opt out must be postmarked on or before the Exclusion Deadline provided in the Court's Preliminary Approval Order. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Members of the Settlement Class who fail to submit a valid and timely request for exclusion on or before the Exclusion Deadline shall be bound by all terms of this Agreement and the Final Order and Judgment.

9. Any member of the Settlement Class who submits a timely request for exclusion or opt out may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Agreement.

10. Not later than three (3) business days after the Exclusion Deadline, the Settlement Administrator shall provide to Class Counsel and Defense Counsel a complete opt out list together with copies of the opt out requests. Notwithstanding any other provision of this Agreement, if more than one-thousand (1,000) members of the Settlement Class opt out of the Settlement, Defendant, in its sole discretion, may rescind and revoke the entire Agreement, thereby rendering the Settlement null and void in its entirety, by sending written notice that Defendant revokes the settlement pursuant to this paragraph to Class Counsel within ten (10) business days following the date the Settlement Administrator informs Defense Counsel of the number of Settlement Class members who have requested to opt out of the Settlement pursuant to the provisions set forth above.

Alison Barnum, individually and as
representative of the Class

Dated: **KIMBERLY AMACHER**

By: _____
Kimberly Amacher, individually and as
representative of the Class

Dated: **INTERVET INC. D/B/A MERCK ANIMAL HEALTH**

By: 
Name: Scott Bormann
Title: SVP North America

IT IS SO STIPULATED BY COUNSEL:

Dated: **KALIELGOLD, PLLC**

By: /s/
Sophia Gold

Dated: **EDELSBERG LAW, P.A.**

By: /s/
Scott Edelsberg

Dated: **SHAMIS & GENTILE, P.A.**

By: /s/
Edwin E. Elliott

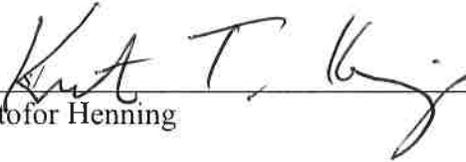
Dated: **DAPEER LAW, P.A.**

By: /s/
Rachel Dapeer

Class Counsel

Dated: 8/7/24

MCCARTER & ENGLISH LLP

By: 
Kristofor Henning

Defense Counsel

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

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

HOME-CLAIM

CLAIM FORM

I. CLAIMANT INFORMATION

Provide your contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Notice ID Number

Pet Name(s)			
1.		3.	
2.		4.	

II. PAYMENT SELECTION

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

- Virtual Prepaid Card** - Enter your email address: _____
- PayPal** - Enter your PayPal email address: _____
- Venmo** - Enter the mobile number associated with your Venmo account: _____-_____-_____
- Zelle** - Enter the mobile number or email address associated with your account: _____

Physical Check - Payment will be mailed to the address provided in Section I above.

III. AFFIRMATION

By signing below, I affirm that I am the person who purchased the HomeAgain premium membership for the pet(s) identified above and that to the best of my knowledge, the information on this Claim Form is true and correct. I understand that, upon the Effective Date, I will have waived any Released Claims against the Released Parties, as defined in the Settlement Agreement.

Signature: _____ Printed Name: _____
Date: ___/___/_____

To be considered, this Claim Form must be submitted online or mailed to the following address postmarked on or before **[CLAIMS DEADLINE]**. If you do not submit this Claim Form on-line by **[]** or submit it by mail post-marked by **[]**, you will not receive any payment from the Settlement:

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

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

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

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

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

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

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

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

4. All residents of Arkansas who paid Defendant for a HomeAgain premium service membership between May 19, 2017, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

5. All residents of California who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

6. All residents of Colorado who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

7. All residents of Connecticut who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

8. All residents of Delaware who paid Defendant for a HomeAgain premium service membership between May 19, 2017, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

9. All residents of the District of Columbia who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

10. All residents of Florida who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

32. All residents of New Mexico who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

33. All residents of New York who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

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

35. All residents of North Dakota who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

36. All residents of Ohio who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

37. All residents of Oklahoma who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

38. All residents of Oregon who paid Defendant for a HomeAgain premium service membership between May 19, 2021, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

46. All residents of Vermont who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

47. All residents of Virginia who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

48. All residents of Washington who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

49. All residents of West Virginia who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

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

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

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

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

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

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

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

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

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

How Do I Get More Information? For more information, including the full Notice, Claim Form and Settlement Agreement go to [www.\[redacted\].com](http://www.[redacted].com), contact the settlement administrator at 1-[\[redacted\]](tel:[redacted])-

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

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

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

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

- A Settlement has been reached to resolve a class action lawsuit against Intervet Inc. (“Intervet” or “Defendant”). The lawsuit alleges, among other things, that Intervet made misrepresentations and omissions regarding the necessity for owners of micro-chipped pets to pay for the HomeAgain membership or premium service in order to remain in – and update their contact information in – the HomeAgain pet recovery database. The lawsuit does not allege that the micro-chips are unsafe or ineffective or that HomeAgain’s pet recovery services are ineffective.
- Intervet denies these allegations and denies any wrongdoing. The Court has not decided who is right.
- Your legal rights are affected whether or not you act. *Please read this Notice carefully.*
- Settlement Class Members can submit a Claim Form to receive a payment of \$20.00, although that amount could increase or decrease depending on the number of timely and valid Claim Forms submitted.
- You are a Settlement Class Member if you fall within any of the groups described below:

1. All residents of Alabama who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

2. All residents of Alaska who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

3. All residents of Arizona who paid Defendant for a HomeAgain premium service membership between May 19, 2021, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

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

28. All residents of Nebraska who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

29. All residents of Nevada who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

30. All residents of New Hampshire who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

31. All residents of New Jersey who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

32. All residents of New Mexico who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

33. All residents of New York who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

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

35. All residents of North Dakota who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

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

44. All residents of Texas who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

45. All residents of Utah who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

46. All residents of Vermont who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

47. All residents of Virginia who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

48. All residents of Washington who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

49. All residents of West Virginia who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

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

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

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

BASIC INFORMATION

1. Why should I read this Notice?

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

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

2. What is this lawsuit about?

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

3. Why is the lawsuit a class action?

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

4. Why is there a Settlement?

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

WHO IS IN THE SETTLEMENT?

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

5. Am I part of the Settlement?

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

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

premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

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

2. All residents of Alaska who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

3. All residents of Arizona who paid Defendant for a HomeAgain premium service membership between May 19, 2021, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

4. All residents of Arkansas who paid Defendant for a HomeAgain premium service membership between May 19, 2017, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

5. All residents of California who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

6. All residents of Colorado who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

7. All residents of Connecticut who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

8. All residents of Delaware who paid Defendant for a HomeAgain premium service membership between May 19, 2017, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

9. All residents of the District of Columbia who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

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

42. All residents of South Dakota who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

43. All residents of Tennessee who paid Defendant for a HomeAgain premium service membership between May 19, 2017, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

44. All residents of Texas who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

45. All residents of Utah who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

46. All residents of Vermont who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

47. All residents of Virginia who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

48. All residents of Washington who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

49. All residents of West Virginia who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

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

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

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

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

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

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

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

12. How will Class Counsel lawyers be paid?

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

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

YOUR RIGHTS – EXCLUDING YOURSELF FROM THE SETTLEMENT

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

13. How do I get out of the Settlement?

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

- Your name, address, email and telephone number;

Questions? Call 1-[xxx-xxx-xxxx](tel:1-xxx-xxx-xxxx), or Visit www.aaaaaaaaa.com

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

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

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

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

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

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

YOUR RIGHTS – OBJECTING TO THE SETTLEMENT

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

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

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

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

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

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

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

Written objections must include:

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

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

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

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

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

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

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

YOUR RIGHTS – APPEARING AT THE FAIRNESS HEARING

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

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

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

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

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

18. Do I have to attend the Fairness Hearing?

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

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

19. May I speak at the Fairness Hearing?

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

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

YOUR RIGHTS – DO NOTHING

20. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

21. Are there more details available about the Settlement?

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

22. How do I get more information?

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

You can also contact the Settlement Administrator:

Call Toll-Free: 1-[xxx-xxx-xxxx](tel:1-xxx-xxx-xxxx)

Email: info@xxxxxxxx

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

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

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

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

Why am I getting this Notice? The parties have agreed to settle this case. You have been identified as a potential “Settlement Class Member” from INTERVET’s HomeAgain data because you may have purchased a HomeAgain premium membership during the relevant time period (which depends on what state you live in).

What is this lawsuit about? The Settlement resolves a lawsuit claiming, among other things, that INTERVET made misrepresentations and omissions regarding the necessity for owners of micro-chipped pets to pay for the HomeAgain membership or premium service in order to maintain and update their contact information in the HomeAgain pet recovery database. The lawsuit does not allege that the micro-chips are unsafe or ineffective or that HomeAgain’s pet recovery services are ineffective.

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

How do I receive Payment? To receive a payment, you must timely complete and mail the attached Claim Form or complete and submit the Claim Form online at [**SETTLEMENT WEBSITE**]. To be considered, Claim Forms must be submitted or postmarked by [**CLAIMS DEADLINE**].

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

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

CATHY GOODMAN, et al.,	:	Civil Action No. 2:22-cv-2926-WJM-CLW
	:	
Plaintiffs,	:	
v.	:	<u>Civil Action</u>
	:	
INTERVET INC.,	:	
	:	Hon. William J. Martini, U.S.D.J.
Defendant.	:	Hon. Cathy L. Waldor, U.S.M.J.
	:	
	:	
	:	
	:	
	:	

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

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

IT IS HEREBY FURTHER ORDERED THAT:

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

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

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

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

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Settlement Agreement, including any attachments thereto, is expressly incorporated by reference into this Final Order and Judgment and made a part hereof for all purposes. Except where otherwise noted, all capitalized terms used in this Final Order and Judgment shall have the meanings set forth in the Settlement Agreement.

2. The Court has personal jurisdiction over the Parties and all Settlement Class Members, and has subject-matter jurisdiction over this Action, including, without limitation, jurisdiction to approve the proposed settlement, to grant final certification of the Settlement Class, to settle and release all claims arising out of the transactions alleged in Plaintiffs' complaint in the Action, and to dismiss this Action on the merits and with prejudice.

3. The Court finds, for settlement purposes only and conditioned upon the entry of this Final Order and Judgment and upon the occurrence of the Effective Date, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of Settlement Class Members is so numerous that joinder of all

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

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

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

5. The Court appoints Sophia Gold of KalielGold PLLC; Edwin E. Elliott and Andrew Shamis of Shamis & Gentile, P.A.; Scott Edelsberg of Edelsberg Law; and Rachel Dapeer of Dapeer Law, P.A. as counsel for the Settlement Class ("Class Counsel"). The Court designates named Plaintiffs Cathy Goodman, Matthew Inman, Dennis Canetty, Belinda Young, Ellen Berris, Gongjun Peng, Lyncia Sirmans, Kristi Schaller, Rachel Lesser, Kathryn Lyell, Jeffrey Henderson, CJ Ferry, Lydia Gomez, Larhonda Majied, Amy Crawford, Gail Hes, Carolyn Shepardson, Erin Radcliffe, Alison Barnum, and Kimberly Amacher as the representatives of the Settlement Class. The Court finds that these named Plaintiffs and Class Counsel have fully and adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement and have satisfied the requirements of Rule 23(a)(4) of the Federal Rules of Civil Procedure.

6. The Court finds that the e-mail and post-card notice in accordance with the terms of the Settlement Agreement and this Court's Preliminary Approval Order, and as explained in the declarations filed before the Fairness Hearing:

(a) constituted the best practicable notice to members of the Settlement Class under the circumstances of this Action;

(b) were reasonably calculated, under the circumstances, to apprise members of the Settlement Class of (i) the pendency of this class action, (ii) their right to exclude themselves from the Settlement Class and the proposed settlement, (iii) their right to object to any aspect of the proposed settlement (including without limitation final certification of the Settlement Class, the fairness, reasonableness or adequacy of the proposed settlement, the adequacy of the Settlement Class' representation by Plaintiffs or Class Counsel, and/or the award of attorneys' and

(b) The complexity, expense and likely duration of the litigation favor settlement on behalf of the Settlement Class, which provides meaningful benefits on a much shorter time frame than otherwise possible. Based on the stage of the proceedings and the amount of investigation and discovery completed, the parties had developed a sufficient factual record to evaluate their chances of success and the proposed settlement.

(c) The support of Class Counsel, who are highly skilled in class action litigation such as this, and the Plaintiffs, who have participated in this litigation and evaluated the proposed settlement, also favors final approval.

(d) The settlement provides meaningful relief to the Settlement Class Members, including the injunctive relief and financial benefits described below, and certainly falls within the range of possible recoveries by the Settlement Class Members.

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

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

10. Pursuant to Rule 23(h) of the Federal Rules of Civil Procedure, the Court hereby

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

14. Members of the Settlement Class who have opted out of or sought exclusion from the settlement by the date set by the Court do not release their claims and will not obtain any benefits of the settlement.

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



Title	Time Sensitive -- Home Again Settlement Agreement for Class...
File name	content
Document ID	918d71ba36a89545efc23dd5f9ca646d93e57d3d
Audit trail date format	MM / DD / YYYY
Status	● Pending signature

This document was requested from sflinjuryattorneys.lightning.force.com

Document History



08 / 05 / 2024
18:01:27 UTC

Sent for signature to Cathy Goodman (cathygoodman108@gmail.com), MATTHEW INMAN (sactown4good@yahoo.com), Dennis Canetty (denniscanetty@gmail.com), Belinda Young (aliens8mybuick@gmail.com), Ellen Berris (nwaups@bellsouth.net), Gongjun Peng (ang.jun@live.com), Lyncia Sirmans (lyncias@gmail.com), Kristi Schaller (kristi.schaller@gmail.com), Rachel Lesser (rlesser82@gmail.com), Kathryn Lyell (kajo125@yahoo.com), CJ FERRY (cj.ferry@comcast.net), LYDIA GOMEZ



Title	Time Sensitive -- Home Again Settlement Agreement for Class...
File name	content
Document ID	918d71ba36a89545efc23dd5f9ca646d93e57d3d
Audit trail date format	MM / DD / YYYY
Status	● Pending signature

This document was requested from sflinjuryattorneys.lightning.force.com

Document History

(lydialm1977@hotmail.com), LARHONDA MAJIED (lalamajied@gmail.com), AMY CRAWFORD (aehaskins72@gmail.com), Gail Hes (gailhes@verizon.net), Carolyn Shepardson (ckshep1@gmail.com), Erin Radcliffe (eler@duck.com), Alison Barnum (alison4488@gmail.com) and Kimberly Amacher (kimkoch1521@gmail.com) from gpalacios@shamisgentile.com
 IP: 134.56.254.34



08 / 05 / 2024
18:03:26 UTC

Viewed by Erin Radcliffe (eler@duck.com)
IP: 75.237.144.240



08 / 05 / 2024
18:07:18 UTC

Viewed by Gongjun Peng (ang.jun@live.com)
IP: 111.221.232.117



08 / 05 / 2024
18:08:11 UTC

Viewed by Cathy Goodman (cathygoodman108@gmail.com)
IP: 76.230.243.7



Title	Time Sensitive -- Home Again Settlement Agreement for Class...
File name	content
Document ID	918d71ba36a89545efc23dd5f9ca646d93e57d3d
Audit trail date format	MM / DD / YYYY
Status	● Pending signature

This document was requested from sflinjuryattorneys.lightning.force.com

Document History

 SIGNED	08 / 05 / 2024 18:09:21 UTC	Signed by Erin Radcliffe (eler@duck.com) IP: 75.237.144.240
 SIGNED	08 / 05 / 2024 18:12:35 UTC	Signed by Gongjun Peng (ang.jun@live.com) IP: 50.116.2.223
 VIEWED	08 / 05 / 2024 18:14:39 UTC	Viewed by LARHONDA MAJIED (lalamajied@gmail.com) IP: 172.59.224.136
 SIGNED	08 / 05 / 2024 18:17:30 UTC	Signed by Cathy Goodman (cathygoodman108@gmail.com) IP: 76.230.243.7
 VIEWED	08 / 05 / 2024 18:20:39 UTC	Viewed by Ellen Berris (nwaups@bellsouth.net) IP: 73.49.7.228



Title	Time Sensitive -- Home Again Settlement Agreement for Class...
File name	content
Document ID	918d71ba36a89545efc23dd5f9ca646d93e57d3d
Audit trail date format	MM / DD / YYYY
Status	● Pending signature

This document was requested from sflinjuryattorneys.lightning.force.com

Document History

 VIEWED	08 / 05 / 2024 18:24:20 UTC	Viewed by Gail Hes (gailhes@verizon.net) IP: 47.186.64.137
 VIEWED	08 / 05 / 2024 18:31:09 UTC	Viewed by Kristi Schaller (kristi.schaller@gmail.com) IP: 172.56.71.1
 SIGNED	08 / 05 / 2024 18:36:52 UTC	Signed by Gail Hes (gailhes@verizon.net) IP: 47.186.64.137
 VIEWED	08 / 05 / 2024 18:37:24 UTC	Viewed by Belinda Young (aliens8mybuick@gmail.com) IP: 104.28.76.232
 VIEWED	08 / 05 / 2024 18:38:04 UTC	Viewed by MATTHEW INMAN (sactown4good@yahoo.com) IP: 76.34.166.137



Title	Time Sensitive -- Home Again Settlement Agreement for Class...
File name	content
Document ID	918d71ba36a89545efc23dd5f9ca646d93e57d3d
Audit trail date format	MM / DD / YYYY
Status	● Pending signature

This document was requested from sflinjuryattorneys.lightning.force.com

Document History

 VIEWED	08 / 05 / 2024 18:41:42 UTC	Viewed by Dennis Canetty (denniscanetty@gmail.com) IP: 104.28.55.228
 VIEWED	08 / 05 / 2024 18:43:06 UTC	Viewed by CJ FERRY (cj.ferry@comcast.net) IP: 76.24.77.85
 VIEWED	08 / 05 / 2024 18:43:39 UTC	Viewed by Lyncia Sirmans (lyncias@gmail.com) IP: 140.248.30.58
 SIGNED	08 / 05 / 2024 18:44:22 UTC	Signed by MATTHEW INMAN (sactown4good@yahoo.com) IP: 76.34.166.137
 SIGNED	08 / 05 / 2024 18:44:31 UTC	Signed by Lyncia Sirmans (lyncias@gmail.com) IP: 104.28.103.102



Title	Time Sensitive -- Home Again Settlement Agreement for Class...
File name	content
Document ID	918d71ba36a89545efc23dd5f9ca646d93e57d3d
Audit trail date format	MM / DD / YYYY
Status	● Pending signature

This document was requested from sflinjuryattorneys.lightning.force.com

Document History

 SIGNED	08 / 05 / 2024 18:46:37 UTC	Signed by Belinda Young (aliens8mybuick@gmail.com) IP: 104.28.76.238
 VIEWED	08 / 05 / 2024 18:50:20 UTC	Viewed by Alison Barnum (alison4488@gmail.com) IP: 50.86.212.34
 SIGNED	08 / 05 / 2024 18:54:04 UTC	Signed by Alison Barnum (alison4488@gmail.com) IP: 50.86.212.34
 SIGNED	08 / 05 / 2024 18:54:47 UTC	Signed by CJ FERRY (cj.ferry@comcast.net) IP: 76.24.77.85
 SIGNED	08 / 05 / 2024 18:59:29 UTC	Signed by Dennis Canetty (denniscanetty@gmail.com) IP: 104.28.55.228



Title	Time Sensitive -- Home Again Settlement Agreement for Class...
File name	content
Document ID	918d71ba36a89545efc23dd5f9ca646d93e57d3d
Audit trail date format	MM / DD / YYYY
Status	● Pending signature

This document was requested from sflinjuryattorneys.lightning.force.com

Document History

 VIEWED	08 / 05 / 2024 19:06:11 UTC	Viewed by Rachel Lesser (rlesser82@gmail.com) IP: 96.245.98.150
 SIGNED	08 / 05 / 2024 19:09:06 UTC	Signed by Rachel Lesser (rlesser82@gmail.com) IP: 96.245.98.150
 VIEWED	08 / 05 / 2024 19:24:53 UTC	Viewed by LYDIA GOMEZ (lydialm1977@hotmail.com) IP: 71.193.163.25
 VIEWED	08 / 05 / 2024 19:30:46 UTC	Viewed by Carolyn Shepardson (ckshep1@gmail.com) IP: 184.190.131.183
 SIGNED	08 / 05 / 2024 19:32:23 UTC	Signed by Carolyn Shepardson (ckshep1@gmail.com) IP: 184.190.131.183



Title	Time Sensitive -- Home Again Settlement Agreement for Class...
File name	content
Document ID	918d71ba36a89545efc23dd5f9ca646d93e57d3d
Audit trail date format	MM / DD / YYYY
Status	● Pending signature

This document was requested from sflinjuryattorneys.lightning.force.com

Document History

 **08 / 05 / 2024** Signed by Kristi Schaller (kristi.schaller@gmail.com)
SIGNED 19:32:59 UTC IP: 172.56.71.1

 **08 / 05 / 2024** Signed by LYDIA GOMEZ (lydialm1977@hotmail.com)
SIGNED 19:36:40 UTC IP: 71.193.163.25

 **08 / 05 / 2024** Signed by Ellen Berris (nwaups@bellsouth.net)
SIGNED 20:15:59 UTC IP: 172.58.132.177

 **08 / 05 / 2024** Viewed by Kathryn Lyell (kajo125@yahoo.com)
VIEWED 20:57:57 UTC IP: 68.58.238.53

 **08 / 05 / 2024** Signed by Kathryn Lyell (kajo125@yahoo.com)
SIGNED 21:00:29 UTC IP: 68.58.238.53



Title	Time Sensitive -- Home Again Settlement Agreement for Class...
File name	content
Document ID	918d71ba36a89545efc23dd5f9ca646d93e57d3d
Audit trail date format	MM / DD / YYYY
Status	● Pending signature

This document was requested from sflinjuryattorneys.lightning.force.com

Document History

 **08 / 05 / 2024** Viewed by Kimberly Amacher (kimkoch1521@gmail.com)
 VIEWED 21:02:20 UTC IP: 134.215.19.118

 **08 / 06 / 2024** Signed by LARHONDA MAJIED (lalamajied@gmail.com)
 SIGNED 00:26:44 UTC IP: 165.127.97.7

 **08 / 06 / 2024** Signed by Kimberly Amacher (kimkoch1521@gmail.com)
 SIGNED 16:34:17 UTC IP: 134.215.19.118

 **08 / 06 / 2024** This document has not been fully executed by all signers.
 INCOMPLETE 16:34:17 UTC

Title	Time Sensitive-- Home Again Settlement
File name	Time_Sensitive_--...With_Exhibits.pdf
Document ID	e905dcfea42e606a85e31241ffa6fc0357f5e057
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

 SENT	08 / 06 / 2024 16:42:00 UTC	Sent for signature to Amy Harkins (amy.harkins@gmail.com) from gpalacios@shamisgentile.com IP: 134.56.254.34
 VIEWED	08 / 06 / 2024 16:56:30 UTC	Viewed by Amy Harkins (amy.harkins@gmail.com) IP: 104.183.61.233
 SIGNED	08 / 06 / 2024 16:59:26 UTC	Signed by Amy Harkins (amy.harkins@gmail.com) IP: 104.183.61.233
 COMPLETED	08 / 06 / 2024 16:59:26 UTC	The document has been completed.

Title	Settlement Agreement for Home Again
File name	content
Document ID	84a46cf29630a38a3b9e1292817ef052b2af8365
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested from sflinjuryattorneys.lightning.force.com

Document History

 SENT	08 / 06 / 2024 17:16:45 UTC	Sent for signature to Sophia Gold (sgold@kalielgold.com), Scott Edelsberg (scott@edelsberglaw.com), Rachel Dapeer (rachel@dapeer.com) and Edwin Elliott (edwine@shamisgentile.com) from gpalacios@shamisgentile.com IP: 134.56.254.34
 VIEWED	08 / 06 / 2024 17:22:28 UTC	Viewed by Edwin Elliott (edwine@shamisgentile.com) IP: 107.130.55.114
 SIGNED	08 / 06 / 2024 17:22:49 UTC	Signed by Edwin Elliott (edwine@shamisgentile.com) IP: 107.130.55.114
 VIEWED	08 / 06 / 2024 17:43:01 UTC	Viewed by Rachel Dapeer (rachel@dapeer.com) IP: 76.50.88.93
 VIEWED	08 / 06 / 2024 17:47:51 UTC	Viewed by Sophia Gold (sgold@kalielgold.com) IP: 23.93.23.107
	08 / 06 / 2024 17:48:25 UTC	Signed by Sophia Gold (sgold@kalielgold.com) IP: 23.93.23.107

Title	Settlement Agreement for Home Again
File name	content
Document ID	84a46cf29630a38a3b9e1292817ef052b2af8365
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested from sflinjuryattorneys.lightning.force.com

 Document History
SIGNED



08 / 06 / 2024
18:04:20 UTC

Signed by Rachel Dapeer (rachel@dapeer.com)
IP: 76.50.88.93



08 / 06 / 2024
20:14:57 UTC

Viewed by Scott Edelsberg (scott@edelsberglaw.com)
IP: 12.75.117.38



08 / 06 / 2024
20:15:17 UTC

Signed by Scott Edelsberg (scott@edelsberglaw.com)
IP: 12.75.117.38



08 / 06 / 2024
20:15:17 UTC

The document has been completed.