

1 Robert C. Schubert (No. 62684)  
Amber L. Schubert (No. 278696)  
2 Daniel L.M. Pulgram (No. 354569)  
**Schubert Jonckheer & Kolbe LLP**  
3 2001 Union Street, Suite 200  
San Francisco, CA 94123  
4 Tel: 415-788-4220  
5 Fax: 415-788-0161  
rschubert@sjk.law  
6 aschubert@sjk.law  
dpulgram@sjk.law

7 *Counsel for Plaintiff*

8  
9 IN THE UNITED STATES DISTRICT COURT

10 FOR THE CENTRAL DISTRICT OF CALIFORNIA

11  
12 STEVEN HERNANDEZ Individually  
13 and on Behalf of All Others Similarly  
14 Situated,

15 Plaintiff,

16 v.

17 RADIO SYSTEMS CORPORATION,

18 Defendant.

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

**Plaintiff's Notice of Motion and  
Motion for Final Approval of Class  
Action Settlement**

Date: January 26, 2026

Time: 9:00 a.m.

Judge: Hon. Jesus G. Bernal

Courtroom: 1

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**NOTICE OF MOTION**

**To All Parties and Their Counsel of Record:**

Please take notice that on January 26, 2026 at 9:00 a.m., before the Honorable Jesus G. Bernal, plaintiff Steven Hernandez will move this Court for an order finally approving the class action settlement reached in this case between plaintiff and defendant Radio Systems Corporation. The hearing will convene at:

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

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**MOTION**

Plaintiff Steven Hernandez will and hereby does move this Court for an order finally approving the class action settlement in this case between plaintiff and defendant Radio Systems Corporation, pursuant to Federal Rules of Civil Procedure 23(a), (b)(3), and (e), and for entry of the proposed Final Approval Order and Judgment.

The Motion is based on the Notice of Motion and Motion, the accompanying memorandum of points and authorities, the Declaration of Amber L. Schubert, the Declaration of Steven Weisbrot, Esq. of Angeion Group, LLC Re: Notice Implementation & Settlement Administration, each filed herewith, the record in this action, the argument of counsel, and any other matters the Court may consider.

This motion is made following the conference of counsel pursuant to L.R. 7-3, which took place on May 14, 2025.

Dated: December 22, 2025

/s/ Amber L. Schubert

Amber L. Schubert (No. 278696)  
Robert C. Schubert (No. 62684)  
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  
aschubert@sjk.law  
rschubert@sjk.law  
dpulgram@sjk.law

*Counsel for Plaintiff*

1 Robert C. Schubert (No. 62684)  
2 Amber L. Schubert (No. 278696)  
3 Daniel L.M. Pulgram (No. 354569)  
4 **Schubert Jonckheer & Kolbe LLP**  
5 2001 Union Street, Suite 200  
6 San Francisco, CA 94123  
7 Tel: 415-788-4220  
8 Fax: 415-788-0161  
9 rschubert@sjk.law  
10 aschubert@sjk.law  
11 dpulgram@sjk.law

12 *Settlement Class Counsel*

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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

**Plaintiff's Memorandum of Points  
and Authorities in Support of Motion  
for Final Approval of Class Action  
Settlement**

Date: January 26, 2026

Time: 9:00 a.m.

Judge: Hon. Jesus G. Bernal

Courtroom: 1

**TABLE OF CONTENTS**

1 INTRODUCTION..... 1

2

3 FACTUAL AND PROCEDURAL BACKGROUND..... 2

4 The Settlement Agreement..... 4

5 A. The Settlement Class..... 4

6 B. The Settlement Consideration..... 4

7 C. Distribution of Net Settlement Fund..... 5

8 D. Customary Releases..... 5

9 Court-Approved Notice Has Been Disseminated ..... 6

10 A. CAFA Notice ..... 6

11 B. Direct Notice ..... 6

12 C. Media Notice..... 7

13 D. Press Release ..... 7

14 E. CLRA Notice ..... 7

15 F. Settlement Website..... 7

16 G. Toll-Free Hotline..... 8

17 H. Direct Notice by Amazon to its Customers..... 8

18 I. Claim Submissions, Opt-Outs and Objections ..... 8

19 J. Settlement Class Members..... 9

20 ARGUMENT ..... 9

21 Legal Standards for Final Approval of a Class Action Settlement..... 9

22 The Settlement Merits Final Approval ..... 10

23 A. The Settlement Administrator Timely Issued CAFA

24 Notice..... 10

25 B. The Court-Approved Notice Plan Was Fully

26 Implemented ..... 10

27 C. The Settlement is Fair, Reasonable, and Adequate ..... 10

28 1. Strength of the Case..... 11

1	2. Risk, Expense, Complexity and Duration of Further Litigation.....	11
2	3. Risk of Maintaining Class Action Status.....	12
3	4. Amount Offered in Settlement .....	13
4	5. Extent of Discovery Completed .....	13
5	6. Governmental Participant.....	14
6	7. Reaction of the Class .....	14
7		
8	D. Rule 23(e) Is Satisfied. ....	14
9	E. There Is No Evidence of Collusion .....	15
10	F. Additional Matters for the Court’s Consideration .....	16
11	CONCLUSION.....	17
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		

**TABLE OF AUTHORITIES**

**Cases**

*Adoma v. Univ. of Phoenix, Inc.*,  
913 F. Supp. 2d 964 (E.D. Cal. 2012).....9, 11

*Fleming v. Impax Lab’s Inc.*,  
2021 WL 5447008 (N.D. Cal. 2021) ..... 13

*In re Apollo Grp. Inc. Sec. Litig.*,  
Master File No. CV 04-2147-PHX-JAT, 2012 U.S. Dist. LEXIS 55622 (April 20,  
2012)..... 12

*In re Bluetooth Headset Prods. Liab. Litig.*,  
654 F.3d 935 (9th Cir. 2011) ..... 15

*In re MyFord Touch Consumer Litig.*,  
2019 WL 1411510 (N.D. Cal. 2019) ..... 13

*In re Syncor ERISA Litig.*,  
516 F.3d 1095 (9th Cir. 2008) ..... 9

*Linney v. Cellular Alaska P’ship*,  
151 F.3d 1234 (9th Cir. 1998) ..... 11

*Mendoza v. Hyundai Motor Co., Ltd*,  
2017 WL 342059 (N.D. Cal. 2017) ..... 11

*Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*,  
221 F.R.D. 523 (C.D. Cal. 2004) ..... 11, 14

*Officers for Justice v. Civil Serv. Comm’n of City & Cnty. of San Francisco*,  
688 F.2d 615 (9th Cir. 1982) ..... 9

*Pike v. Cty. of San Bernardino*, No. EDCV 17-1680 JGB (KKx),  
2019 U.S. Dist. LEXIS 228542 (C.D. Cal. Nov. 25, 2019) ..... 16

*Staton v. Boeing Co.*,  
327 F.3d 938 (9th Cir. 2003) ..... 11

*Torrisi v. Tucson Elec. Power Co.*,  
8 F.3d 1370 (9th Cir. 1993) ..... 11

1 *Wilk v. Skechers USA, Inc.*,  
 2 No. EDVC-18-1921 JGB, 2022 U.S. Dist. LEXIS 39272 (C.D. Cal. March 3, 2022)  
 ..... 10

3 **Statutes & Rules**

4  
 5 California False Advertising Law, Cal. Bus. & Prof. Code §§ 17500, *et seq.* ..... 1  
 6 California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* ..... 1  
 7 Class Action Fairness Act, 28 U.S.C. § 1715(b) .....2, 10  
 8 Consumer Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*..... 1  
 9  
 10 Fed. R. Civ. P. 23 ..... 10  
 11 Fed. R. Civ. P. 23(c)(2)(B) ..... 2  
 12 Fed. R. Civ. P. 23(e).....2, 9, 14

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## INTRODUCTION

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2 In the Preliminary Approval Order dated August 19, 2025 (ECF 134), this Court  
3 granted preliminary approval of a class action settlement between plaintiff Steven  
4 Hernandez and defendant Radio Systems Corporation (“RSC”).<sup>1</sup> As explained in  
5 plaintiff’s motion for preliminary approval, filed on May 19, 2025 (ECF 129), plaintiff  
6 and Class Counsel in this consumer class action have secured an excellent settlement for  
7 the class after hard-fought litigation. The parties litigated two motions to dismiss,  
8 exchanged voluminous written discovery, subpoenaed numerous third parties, took eight  
9 depositions, retained several experts, and fully briefed class certification and RSC’s  
10 summary judgment motion. Only after this extensive work was complete did the parties  
11 reach an arm’s-length settlement under the supervision of Robert A. Meyer of JAMS, an  
12 experienced mediator of complex cases including class actions.

13 In this case, plaintiff alleged that RSC uniformly labeled its PetSafe electronic pet  
14 collar products with claims promising that they were safe, and warranted that the use of  
15 the products was humane and recommended by industry experts when, in reality, the  
16 products are capable of causing severe harm to pets. Plaintiff asserted that RSC failed to  
17 disclose the safety risks of these products, including the physical and psychological harm  
18 the devices cause to pets. This alleged deception formed the basis of plaintiff’s claims  
19 under the Consumer Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.* (“CLRA”), the  
20 California False Advertising Law, Cal. Bus. & Prof. Code §§ 17500, *et seq.* (“FAL”), and  
21 the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (“UCL”).  
22 Plaintiff sought declaratory and injunctive relief, restitution, and compensatory damages.

23 As described below, the \$1.9 million non-reversionary settlement obtained for the  
24 Class provides meaningful cash compensation to purchasers of RSC’s PetSafe-branded  
25 electronic pet collar products. With Court-approved notice having now been sent to the  
26 Class, the reaction to the settlement to date has been overwhelmingly positive. Although

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27  
28 <sup>1</sup> All capitalized terms are defined in the Class Action Settlement Agreement and Release  
(the “Settlement Agreement”) (ECF 129-3).

1 the Claim Period remains open through December 29, 2025, 57,732 Settlement Class  
2 Members have already submitted claims, there are only 14 opt-outs, and no objections  
3 have been filed. *See* Declaration of Steven Weisbrot, Esq. of Angeion Group, LLC Re:  
4 Notice Implementation & Settlement Administration (“Notice Plan Decl.”), at ¶¶ 35-37.  
5 This level of engagement strongly confirms the strength of the Settlement.

6 Accordingly, the Court should now grant final approval of the Settlement. The  
7 Settlement Administrator directed “the best notice that is practicable under the  
8 circumstances” in compliance with the Preliminary Approval Order, the Class Action  
9 Fairness Act, 28 U.S.C. § 1715(b) (“CAFA”), and Fed. R. Civ. P. 23(c)(2)(B), and the  
10 Settlement is demonstrably “fair, reasonable, and adequate” under Fed. R. Civ. P. 23(e).  
11 For the reasons discussed below, and those stated in plaintiff’s motion for preliminary  
12 approval, plaintiff requests that the Court grant final approval of the Settlement.

### 13 **FACTUAL AND PROCEDURAL BACKGROUND**

14 On October 21, 2022, plaintiff filed a complaint against RSC in this Court,  
15 individually and on behalf of a proposed California class, asserting California statutory  
16 consumer claims related to the alleged false and misleading advertising of certain  
17 electronic collar products marketed and sold by RSC.

18 Plaintiff filed his First Amended Complaint on January 4, 2023. On December 14,  
19 2022, RSC filed a motion to dismiss. The Court granted-in-part and denied-in-part RSC’s  
20 motion to dismiss by order dated March 9, 2023, with leave to amend. Plaintiff filed the  
21 Second Amended Complaint on March 20, 2023, and RSC filed a renewed motion to  
22 dismiss on April 3, 2023. By order dated May 10, 2023, the Court denied the renewed  
23 motion to dismiss in full. Following the meet-and-confer process, the parties filed a Rule  
24 26(f) Discovery Plan on August 28, 2023, and the Court issued its Civil Trial Scheduling  
25 Order on September 15, 2023, setting trial for December 3, 2024.

26 Both sides then conducted extensive written and deposition discovery, and  
27 plaintiff served subpoenas on several third parties, including retailers of RSC’s electronic  
28

1 collar products. On April 23, 2024, the parties attended their first private mediation  
2 session with Mr. Meyer, but no settlement was reached.

3 Plaintiff filed his motion for class certification on June 21, 2024 supported by  
4 voluminous evidence, including expert declarations from a board-certified veterinary  
5 behaviorist expert, an electrical engineering expert, and two economic experts.

6 Following further discovery on class certification issues, including expert  
7 depositions, RSC filed its opposition brief on September 30, 2024, and plaintiff filed a  
8 reply brief on October 18, 2024. On November 25, 2024, the parties filed respective  
9 *Daubert* motions seeking to exclude expert opinions offered by the parties in support of,  
10 and in opposition to, class certification. On that date, RSC also filed a motion to strike  
11 plaintiff's jury demand. The parties filed opposition briefs to each of these motions on  
12 December 16, 2024, and reply briefs on December 23, 2024.

13 Meanwhile, RSC filed a motion for summary judgment on October 15, 2024.  
14 Plaintiff filed his opposition brief on December 16, 2024, and RSC filed a reply brief on  
15 December 23, 2024. By stipulated order dated January 9, 2025, the Court continued the  
16 hearings on all pending motions to February 24, 2025.

17 On February 5, 2025, the parties attended their second mediation session with Mr.  
18 Meyer, and they reached a settlement. The parties filed notice of the Settlement with the  
19 Court that same day. On February 7, 2025, the Court placed the action on inactive status  
20 pending the settlement process.

21 The Settlement Agreement was signed on May 19, 2025. On that same date,  
22 plaintiff filed the motion for preliminary approval.

23 In the Preliminary Approval Order, the Court held that, "on balance, the factors  
24 support preliminary approval of the Agreement" and that the Settlement was "potentially  
25 fair, adequate and reasonable." The Court applied Rule 23(a) and 23(b) and certified the  
26 proposed Settlement Class, appointed Amber L. Schubert as Class Counsel for the  
27 Settlement Class, appointed plaintiff Steven Hernandez as the representative of the  
28 Settlement Class, appointed Angeion Group, LLC as the Settlement Administrator,

1 approved all proposed forms and methods of notice to the Class, and set deadlines for  
2 the approval process.<sup>2</sup>

3 The Court further requested briefing at the final approval stage on certain specific  
4 factors, including “the risk of maintaining class action status throughout the trial, the  
5 presence of a governmental participant, and the reaction of the class members to the  
6 proposed settlements.” These factors are among those addressed below.

### 7 **The Settlement Agreement**

#### 8 **A. The Settlement Class**

9 The Settlement Class is defined as all persons who purchased one or more of the  
10 Class Products in the State of California between October 1, 2018 and October 31, 2022.  
11 Excluded from the Settlement Class are governmental entities; RSC, any entity in which  
12 RSC has a controlling interest, and RSC’s officers, directors, affiliates, representatives,  
13 employees, successors, subsidiaries, and assigns; and all judges, justices, or judicial officers  
14 presiding over this matter and the members of their immediate families and judicial staff.

#### 15 **B. The Settlement Consideration**

16 Under the Settlement, RSC will pay \$1.9 million to create a non-reversionary cash  
17 settlement fund for Settlement Class Members. Notice costs, administration expenses,  
18 attorneys’ fees and costs, and any service award awarded by the Court will be deducted  
19 from the fund. The balance (the “Net Settlement Fund”) will be applied to pay valid  
20 claims. As discussed in plaintiff’s motion for attorneys’ fees, reimbursement of litigation  
21 costs, and service award, filed on November 24, 2025 (ECF 137), plaintiff seeks 33.3%  
22 of the fund in attorneys’ fees, or \$633,270, reimbursement of expenses of \$376,792.85,  
23 and a \$10,000 service award for plaintiff Hernandez.

24

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26 <sup>2</sup> On September 30, 2025, pursuant to the parties’ stipulation, this Court permitted the  
27 Settlement Administrator to issue notice to Petco customers after the original Notice  
28 Date and extended the Notice Date, the Claim Period, and Objection and Exclusion  
Deadlines accordingly. ECF 136. The final Claim Period and Objection and Exclusion  
Deadlines are December 29, 2025.

1 Notice costs and administration expenses, currently totaling \$200,320.98, will also  
2 be deducted to arrive at the Net Settlement Fund amount.<sup>3</sup>

3 **C. Distribution of Net Settlement Fund**

4 Settlement Class Members who submit Valid Claims will be entitled to Cash  
5 Payments for each Class Product they purchased during the Class Period. Settlement  
6 Class Members may submit a claim for a Cash Payment of \$30.00 for each Bark Collar  
7 Product, \$35.00 for each Barrier Product, \$90.00 for each In-Ground Fence Product, and  
8 \$140.00 for each Wireless Fence Product. Cash Payments to Settlement Class Members  
9 who submit Valid Claims are subject to a *pro rata* increase if the total value of Valid Claims  
10 is less than the Net Settlement Fund or a *pro rata* decrease if the total payments to  
11 Claimants would otherwise exhaust the Net Settlement Fund. Settlement Class Members  
12 who submit Claims for more than three Class Products are required to submit proof of  
13 purchase, subject to reasonable verification by the Settlement Administrator.

14 **D. Customary Releases**

15 The Settlement provides for customary releases by plaintiff and the Settlement  
16 Class Members of all claims, whether federal or state, known or unknown, asserted or  
17 unasserted, regardless of legal theory, arising out of the facts underlying the action and  
18 concerning one or more of the Class Products, against RSC, its past or present parents,  
19 subsidiaries, divisions, affiliates, stockholders, officers, directors, insurers, employees,  
20 agents, attorneys, any of their legal representatives (and the predecessors, heirs, executors,  
21 administrators, successors, purchasers and assigns of each of the foregoing). The  
22 Released Persons shall include RSC, its past or present parents, subsidiaries, divisions,  
23 affiliates, stockholders, officers, directors, insurers, employees, agents, attorneys, any of  
24 their legal representatives (and the predecessors, heirs, executors, administrators,

25 \_\_\_\_\_  
26 <sup>3</sup> These expenses are somewhat higher than the Settlement Administrator's initial  
27 estimate of \$150,000 because it received substantially more unique purchaser records  
28 from RSC and third-party retailers, resulting in increased notice and administration  
costs. Notice Plan Decl. ¶ 38 n.3 Angeion has kept and will continue to keep the parties  
and the Court apprised of these costs, and it will include the final cost of notice and  
administration services with its supplemental declaration on January 12, 2026. *Id.*

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

3 **Court-Approved Notice Has Been Disseminated**

4 In connection with plaintiff’s motion for preliminary approval, plaintiff submitted  
5 the Declaration of Steven Weisbrot of Angeion Group, LLC re: Angeion Qualifications  
6 and Notice Plan, dated May 16, 2025 (“Notice Plan Decl.”). Therein, Mr. Weisbrot  
7 described the credentials of Angeion and the proposed Notice Plan for the Settlement.  
8 In the Preliminary Approval Order, the Court held that the “Notice [Plan] clearly  
9 comports with all constitutional requirements, including those of due process,” and  
10 found that “the Notice Plan constitutes an effective method of notifying Settlement Class  
11 Members of their rights with respect to this action and settlement.” ECF 134 at 16.

12 In the Notice Declaration, filed herewith, Mr. Weisbrot describes Angeion’s  
13 execution of the Notice Plan. Mr. Weisbrot first describes how the class list was  
14 assembled for direct notice, consisting of 70,019 unique purchaser records on an Initial  
15 Class List, and 48,304 unique purchaser records on a Supplemental Class List, for a total  
16 of 118,323 unique purchaser records. Notice Plan Decl. ¶¶ 6-11. Mr. Weisbrot then  
17 described the various forms of notice issued in compliance with the requirements of the  
18 Preliminary Approval Order, as follows:

19 **A. CAFA Notice**

20 On May 28, 2025, Angeion timely caused notice of the Settlement to be sent to  
21 the Attorneys General of all states and territories, as well as the Attorney General of the  
22 United States. *Id.* ¶ 5.

23 **B. Direct Notice**

24 Emails: The Settlement Administrator sent a total of 112,594 Email Notices to  
25 Class Members, with a total of 105,805 received, representing a 93.97% successful  
26 delivery rate. *Id.* ¶ 15.

27 Postcards: With respect to the Initial Class List, the Settlement Administrator sent  
28 (a) 14,800 Postcard Notices to unique addresses for which no email address was available,

1 and (b) 4,444 Postcard Notices to addresses for which email notice could not be  
2 delivered, but for which mailing addresses were available. *Id.* ¶¶ 18-19. With respect to  
3 the Supplemental Class List, the Settlement Administrator sent 6,259 Postcard Notices  
4 to unique addresses for which no email address was available, and (b) 1,810 Postcard  
5 Notices to addresses for which email notice could not be delivered, but for which mailing  
6 addresses were available. *Id.* ¶¶ 20-21. Of all Postcard Notices sent, as of December 22,  
7 2025, a total of 2,676 were returned, 152 have been remailed to forwarding addresses,  
8 and 1,756 are in the process of being remailed to updated addresses identified through  
9 skip tracing. *Id.* ¶ 22.

10 **C. Media Notice**

11 On October 3, 2025, Angeion commenced the four-week media notice plan  
12 comprised of state-of-the-art programmatic display advertising, social media advertising  
13 via Facebook, Instagram, and Reddit, and a paid search campaign via Google. *Id.* ¶ 23.  
14 Angeion designed the media notice to target Settlement Class Members who were  
15 identified as being purchasers of RSC products. *Id.* As described in the Notice Plan Decl.,  
16 the comprehensive media notice was designed to deliver an approximate 70.39% reach  
17 with an average frequency of 3.02 times each. *Id.* ¶ 25. The media notice campaign  
18 concluded on November 1, 2025, and exceeded expectations, delivering an approximate  
19 77.27% reach with an average frequency of 3.87 times. *Id.*

20 **D. Press Release**

21 On October 3, 2025, Class Counsel caused a press release announcing the  
22 settlement to be distributed via PR Newswire. *Id.* ¶ 26.

23 **E. CLRA Notice**

24 Beginning on October 3, 2025, Angeion caused notice to be published in USA  
25 Today's California Regional Edition every Friday through October 24, 2025. *Id.* ¶ 27.

26 **F. Settlement Website**

27 On October 3, 2025, Angeion established [www.petssafesettlement.com](http://www.petssafesettlement.com) (the  
28 "Settlement Website"). *Id.* ¶ 28. The Settlement Website contains general information

1 about the settlement, including answers to frequently asked questions and important  
2 dates and deadlines. Visitors to the Settlement Website also can access or download  
3 copies of the Long-Form Notice, Claim Form, Settlement Agreement, Preliminary  
4 Approval Order, and other important settlement-related documentation. Settlement  
5 Class Members can submit a Claim Form or opt out of the Settlement through secure  
6 online portals on the Settlement Website, and they can send an email with any additional  
7 questions to a dedicated email address. Through December 22, 2025, there have been  
8 221,695 unique visitors, totaling 317,307 page views. *Id.* ¶ 30.

9 **G. Toll-Free Hotline**

10 On October 3, 2025, Angeion established a toll-free hotline dedicated to this case.  
11 *Id.* ¶ 31. The toll-free hotline utilizes an interactive voice response (“IVR”) system to  
12 provide potential Settlement Class Members with responses to frequently asked  
13 questions, the ability to request a Long Form Notice be mailed to them, and essential  
14 information regarding the Settlement. This hotline is accessible 24 hours a day, 7 days a  
15 week. Through December 22, 2025, the toll-free line has received approximately 137 calls,  
16 totaling 582 minutes. *Id.* ¶ 32.

17 **H. Direct Notice by Amazon to its Customers**

18 As noted by Mr. Weisbrot, Amazon.com sent direct notice of the Settlement via  
19 email to its own customers. *Id.* ¶ 16. Class Counsel has been advised by Amazon that it  
20 sent a total of 24,732 email notices, with 100% delivery. Schubert Decl. ¶ 24.

21 **I. Claim Submissions, Opt-Outs and Objections**

22 The deadline for potential Settlement Class Members to submit a Claim Form,  
23 opt-out, or object to the Settlement is December 29, 2025. As of December 22, 2025,  
24 Angeion has received 57,732 claims via the online portal and USPS. Notice Plan Decl.  
25 ¶ 33. Angeion will continue to receive and process Claim Form submissions and will  
26 provide the final claim submission statistics after the Claim Form submission deadline  
27 has passed. *Id.* Claim Form submissions are still subject to final audits, so the number of  
28

1 recognized claims may decrease. As of December 22, 2025, Angeion has received 14 opt-  
2 outs. *Id.* ¶ 35. To date, Angeion has not received any objections. *Id.* ¶ 36.

### 3 J. Settlement Class Members

4 Class Counsel estimates that the population of Settlement Class Members is  
5 approximately 143,055, which includes 118,323 unique purchasers from RSC and third-  
6 party retailers who received direct notice from the Settlement Administrator and 24,732  
7 unique purchasers from Amazon.com, which sent its own notice. Schubert Decl. ¶ 25;  
8 Notice Plan Decl. ¶¶ 11, 16. The size of the Settlement Class is somewhat larger than  
9 initially estimated due to additional sales records produced by RSC and third-party  
10 retailers as part of the notice and administration process. Schubert Decl. ¶ 25.<sup>4</sup>

## 11 ARGUMENT

### 12 Legal Standards for Final Approval of a Class Action Settlement

13 “[I]here is a strong judicial policy that favors settlements, particularly where  
14 complex class action litigation is concerned.” *In re Syncor ERISA Litig.*, 516 F.3d 1095,  
15 1101 (9th Cir. 2008). Approval of a proposed class action settlement is governed by  
16 Federal Rule of Civil Procedure 23(e). “The primary concern of [Rule 23(e)] is the  
17 protection of those class members, including the named plaintiffs, whose rights may  
18 not have been given due regard by the negotiating parties.” *Officers for Justice v. Civil Serv.*  
19 *Comm'n of City & Cnty. of San Francisco*, 688 F.2d 615, 624 (9th Cir. 1982). In order to  
20 approve a class action settlement, the Court must conduct a three-step inquiry. *Adoma v.*  
21 *Univ. of Phoenix, Inc.*, 913 F. Supp. 2d 964, 972 (E.D. Cal. 2012). First, the Court assesses  
22 whether the parties have met the notice requirements under CAFA. *Id.* Second, the  
23 Court assesses whether the Rule 23(c)(2)(B) notice requirements have been satisfied. *Id.*  
24 Third, the Court must find that the proposed settlement is fair, reasonable, and  
25 adequate. *Id.*; *Wilk v. Skechers USA, Inc.*, No. EDVC-18-1921 JGB, 2022 U.S. Dist.

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28 <sup>4</sup> In the motion for preliminary approval of the settlement, Class Counsel estimated that RSC sold approximately 98,000 PetSafe products in California during the class period based on the sales data produced at that time. ECF 129-1 at 15.

1 LEXIS 39272, at \*12 (C.D. Cal. March 3, 2022) (describing and applying three-step  
2 inquiry for final approval). As explained below, all three requirements are met.

### 3 **The Settlement Merits Final Approval**

#### 4 **A. The Settlement Administrator Timely Issued CAFA Notice.**

5 The Court cannot grant final approval of a class action settlement until each  
6 defendant complies with the notice requirements under CAFA. Specifically, “[n]ot later  
7 than 10 days after a proposed settlement of a class action is filed in court, each  
8 defendant that is participating in the proposed settlement shall serve” notice of the  
9 proposed settlement “upon the appropriate State official of each State in which a class  
10 member resides and the appropriate Federal official . . . .” *See* 28 U.S.C. § 1715(b). As  
11 set forth in the Notice Declaration, the Settlement Administrator timely served CAFA  
12 notice. To date, no Settlement Class Member (or any state or federal government) has  
13 objected to the Settlement.

#### 14 **B. The Court-Approved Notice Plan Was Fully Implemented**

15 As discussed above, Angeion designed, and this Court approved, a  
16 comprehensive Notice Plan combining various forms of notice, including direct notice,  
17 a state-of-the-art media campaign comprised of programmatic display advertising, a  
18 social media campaign, a press release, a CLRA notice, a settlement website, and a toll-  
19 free hotline. As set forth in the Notice Declaration, all features of the Notice Plan were  
20 successfully implemented, generating 57,732 claims to date. Notice Plan Decl. ¶ 33.  
21 According to Mr. Weisbrot, “it remains my professional opinion that the Notice Plan  
22 provided full and proper notice to Settlement Class Members before the applicable  
23 exclusion, objection, and Claim Form deadlines, and was the best notice practicable  
24 under the circumstances, fully comporting with due process and Fed. R. Civ. P. 23.” *Id.*  
25 ¶ 42. Thus, the notice requirement has been met.

#### 26 **C. The Settlement is Fair, Reasonable, and Adequate**

27 In determining whether a settlement is fair, reasonable, and adequate, the Court  
28 may consider: (1) the strength of the plaintiff’s case; (2) the risk, expense, complexity,

1 and likely duration of further litigation; (3) the risk of maintaining class action status  
2 throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery  
3 completed, and the stage of the proceedings; (6) the experience and views of counsel;  
4 (7) the presence of a governmental participant; and (8) any opposition by class  
5 members. *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1242 (9th Cir. 1998); *Staton v.*  
6 *Boeing Co.*, 327 F.3d 938, 959 (9th Cir. 2003). This list is not exhaustive, and a court may  
7 balance and weigh different factors depending on the circumstances of each case. *See*  
8 *Torrisi v. Tucson Elec. Power Co.*, 8 F.3d 1370, 1376 (9th Cir. 1993). These factors are  
9 addressed in turn below.

10 **1. Strength of the Case**

11 Plaintiff of course believed in the strength of the claims and developed  
12 significant evidence in support of them, but at the time of the Settlement, the class had  
13 not yet been certified, and a fully briefed motion for summary judgment was pending.  
14 “Approval of a class settlement is appropriate when ‘there are significant barriers  
15 plaintiffs must overcome in making their case.’” *Mendoza v. Hyundai Motor Co., Ltd*, 2017  
16 WL 342059, at \*6 (N.D. Cal. 2017) (citation omitted). Here, while plaintiff was  
17 confident that he would prevail on the pending motions, major impediments to a class  
18 recovery remained, including summary judgment, *Daubert* motions, and trial. This factor  
19 weighs in favor of approval of the Settlement.

20 **2. Risk, Expense, Complexity and Duration of Further Litigation**

21 “In assessing the risk, expense, complexity, and likely duration of further  
22 litigation, the court evaluates the time and cost required.” *Adoma*, 913 F. Supp. 2d at  
23 975. Here, even if the class was certified and the motion for summary judgment  
24 defeated, plaintiff faced the prospect of trial, not to mention likely appeals from a trial  
25 victory. Under these circumstances, it is significant that class members will receive  
26 “immediate recovery by way of the compromise to the mere possibility of relief in the  
27 future, after protracted and expensive litigation.” *Nat’l Rural Telecomms. Coop. v.*  
28

1 *DIRECTV, Inc.*, 221 F.R.D. 523, 526 (C.D. Cal. 2004). This factor weighs in favor of  
2 approval of the Settlement.

3 **3. Risk of Maintaining Class Action Status**

4 In the Preliminary Approval Order, the Court applied Rule 23(a) and 23(b) and  
5 certified the Class for settlement purposes. The Court made initial findings that the  
6 requirements of numerosity, commonality, typicality, and adequacy of representation  
7 were satisfied. The Court also found that common issues regarding RSC’s alleged  
8 misconduct predominated, and that class relief was superior to other methods of claim  
9 adjudication. Nothing has been put in the record since that time that would disturb the  
10 Court’s Rule 23 findings. *See In re Apollo Grp. Inc. Sec. Litig.*, Master File No. CV 04-  
11 2147-PHX-JAT, 2012 U.S. Dist. LEXIS 55622, at \*13 (April 20, 2012) (“The Court has  
12 previously certified, pursuant to Rule 23 of the Federal Rules of Civil Procedure, and  
13 hereby reconfirms its order certifying a class.”).

14 At class certification, however, there was a substantial risk that the Court would  
15 not certify the proposed class—or would only certify a narrower class, reducing  
16 plaintiff’s and class members’ potential damages at trial. Schubert Decl. ¶ 29. RSC  
17 challenged the propriety of class certification on many bases, arguing that plaintiff  
18 lacked common evidence of consumer perception, materiality, product safety, falsity,  
19 and classwide damages, and therefore could not meet Rule 23’s requirements. *Id.*  
20 Although plaintiff believes this case was suitable for class treatment—and indeed the  
21 Court certified the Class for settlement purposes—the outcome of the then-pending  
22 class certification motion was far from certain. *Id.* Even if the Court granted that  
23 motion, any such ruling could have significantly narrowed the proposed class or  
24 introduced insurmountable obstacles at summary judgment or trial. *Id.* Furthermore,  
25 had plaintiff prevailed, RSC could have sought a Rule 23(f) petition with the Ninth  
26 Circuit that risked reversing class certification or, at the very least, delayed the case for  
27 years, and RSC would have remained free to seek decertification before the Court on  
28

1 any number of potential grounds. *Id.* Accordingly, this factor weighs in favor of  
2 approval of the Settlement.

3 **4. Amount Offered in Settlement**

4 In the Preliminary Approval Order, the Court preliminarily approved the \$1.9  
5 million Settlement Fund as potentially fair and approved the proposed Plan of  
6 Allocation. The Settlement Fund represents 37% of the total estimated recovery,  
7 including damages for the Bark Collars, which were at risk of being excluded from the  
8 class. Schubert Decl. ¶ 31. That recovery is well within the typical range of recovery in  
9 class action settlements. *See Fleming v. Impax Lab's Inc.*, 2021 WL 5447008, at \*10 (N.D.  
10 Cal. 2021) (settlement recovery representing 12.5% of total recoverable damages is “in a  
11 range consistent with the median settlement recovery in class actions”); *In re MyFord*  
12 *Touch Consumer Litig.*, 2019 WL 1411510, at \*10 (N.D. Cal. 2019) (approving settlement  
13 providing for 5.7% of total possible recovery).<sup>5</sup>

14 **5. Extent of Discovery Completed**

15 As explained at preliminary approval, the Settlement follows extensive discovery  
16 practice, the filing of plaintiff's motion for class certification supported by voluminous  
17 evidence and expert testimony, hard-fought briefing and discovery regarding class  
18 certification issues, briefing on competing *Daubert* motions seeking to exclude expert  
19 testimony, and briefing on defendant's motion for summary judgment. Schubert Decl.  
20 ¶ 33. RSC produced approximately 30,000 pages of documents, third parties  
21 subpoenaed by plaintiff produced additional materials, and eight depositions occurred,  
22 including several expert depositions. *Id.* ¶ 33. In the Preliminary Approval Order, the  
23 Court held that the “well-developed record” supported the Settlement, and nothing has  
24 changed. ECF 134 at 12. This factor weighs in favor of approval of the Settlement.

25 <sup>5</sup> Although the Settlement Class is somewhat larger than initially estimated due to  
26 additional sales records produced by third-party retailers as part of the notice and  
27 administration process, the amount plaintiff and the class could have obtained at trial  
28 remains fixed based on the final expert reports submitted by plaintiff's damages experts  
prior to the close of discovery. Schubert Decl. ¶ 32. The Settlement Administrator will  
provide the amounts of each claim in its supplemental declaration submitted after the  
close of the Claim Period on December 29, 2025.

1           **6. Governmental Participant**

2           There was no governmental participant in this case. CAFA notice was timely  
3 provided, and no state or federal official has objected. Schubert Decl. ¶ 34. This weighs  
4 in favor of approval of the Settlement.

5           **7. Reaction of the Class**

6           “It is established that the absence of a large number of objections to a proposed  
7 class action settlement raises a strong presumption that the terms of a proposed class  
8 settlement action are favorable to the class members.” *Nat’l Rural Telecomms. Coop.*, 221  
9 F.R.D. at 529. Here, there have been no objections to date, and only 14 opt-outs.  
10 Notice Plan Decl. ¶¶ 35-36. Indeed, the reaction of the Class has been overwhelmingly  
11 positive. Of 143,055 Settlement Class Members, 57,732 have filed claims to date—with  
12 another week remaining before the close of the Claim Period. Notice Plan Decl. ¶ 33;  
13 Schubert Decl. ¶ 35. This factor weighs in favor of approval of the Settlement.

14           **D. Rule 23(e) Is Satisfied.**

15           The requirements of Rule 23(e)(2)(A)-(D) governing class action settlements,  
16 which substantially overlap with the Ninth Circuit’s standards for class action  
17 settlement approval, are likewise satisfied. Those requirements are that “(A) the class  
18 representatives and class counsel have adequately represented the class; (B) the proposal  
19 was negotiated at arm’s length; (C) the relief provided for the class is adequate, taking  
20 into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of  
21 any proposed method of distributing relief to the class, including the method of  
22 processing class-member claims; (iii) the terms of any proposed award of attorney’s  
23 fees, including timing of payment; and (iv) any agreement required to be identified  
24 under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to  
25 each other.”

26           For the reasons discussed above, the record amply demonstrates that (a) plaintiff  
27 and Class Counsel adequately (indeed vigorously) represented the interests of the Class;  
28 (b) the Settlement was negotiated at arm’s length based on a comprehensive factual

1 record with the assistance of an experienced mediator; (c) the relief obtained is  
2 adequate, given the costs, risks, and delay of trial and appeal; (d) the proposed method  
3 for the processing and distributing claims is effective, as approved by the Court in the  
4 Preliminary Approval Order; (e) Class Counsel’s request for an award of attorneys’ fees,  
5 reimbursement of expenses, and service award is sought under governing Ninth Circuit  
6 precedent; and (f) Settlement Class Members are treated equitably, as reflected in the  
7 Plan of Allocation.

8 **E. There Is No Evidence of Collusion**

9 As the Ninth Circuit has observed, “[c]ollusion may not always be evident on the  
10 face of a settlement, and courts therefore must be particularly vigilant not only for  
11 explicit collusion, but also for more subtle signs that class counsel have allowed pursuit  
12 of their own self-interests and that of certain class members to infect the negotiations.”  
13 *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 947 (9th Cir. 2011). These include  
14 (1) “when counsel receive a disproportionate distribution of the settlement, or when the  
15 class receives no monetary distribution but class counsel are amply rewarded”; (2)  
16 “when the parties negotiate a ‘clear sailing’ arrangement providing for the payment of  
17 attorneys’ fees separate and apart from class funds”; and (3) “when the parties arrange  
18 for fees not awarded to revert to defendants rather than be added to the class fund.” *Id.*

19 This Settlement does not include any such “subtle signs” of collusion. Class  
20 Counsel is not seeking a disproportionate distribution of the Settlement, which provides  
21 robust monetary relief to Settlement Class Members. Schubert Decl. ¶ 36. The  
22 Settlement contains no “clear sailing” provision. Settlement Agreement § 9.3 (“The  
23 Parties have reached no agreement on the amount of the Attorneys’ Fee and Expense  
24 Award that Class Counsel will seek, which is subject to the approval of the Court.”).  
25 And any fees not awarded will be paid to Settlement Class Members as part of the Net  
26 Settlement Fund. *Id.* § 1.6 (“no portion of the Settlement Fund or Net Settlement Fund  
27 will revert to RSC”). There is therefore “no risk that the Settlement Agreement was the  
28 rushed product of collusion intended to disproportionately award class counsel with

1 exorbitant fees.” *Pike v. Cty. of San Bernardino*, No. EDCV 17-1680 JGB (KKx), 2019  
2 U.S. Dist. LEXIS 228542, at \*15 (C.D. Cal. Nov. 25, 2019) (Bernal, J.).

3 **F. Additional Matters for the Court’s Consideration**

4 During the pendency of the case, RSC made substantial changes to its PetSafe  
5 product packaging, including altering the prior safety claims for each type of product  
6 that formed the basis of this litigation. Although these changes were not mandated by  
7 the Settlement, Plaintiff believes that they are a product of this litigation—providing  
8 additional benefits to Settlement Class Members. Schubert Decl. ¶ 37.

9 RSC removed safety representations from its wireless fence products. For  
10 example, the Stay & Play Compact Wireless Fence previously included the following  
11 safety statements on the package:

12 “proven safe and effective for pets over 5 lb”

13 “Will it hurt my pet? NO. The correction is delivered when a pet  
14 crosses the established boundary zone. It is designed to get your  
15 pet’s attention, but not to punish him. This method has been  
16 proven safe and will not harm your pet.”

16 “If your pet crosses the established boundary zone, a static  
17 correction will get your pet’s attention, but will not harm him.”

17 *Id.* ¶ 38. The current version of the packaging for the Stay & Play Compact Wireless  
18 Fence, however, omits each of these safety representations. *Id.*

19 Similarly, RSC removed analogous statements from its in-ground fence products.  
20 For example, the Stubborn Dog In-Ground Fence previously represented:

21 “...a safe and effective containment area....”

22 “Will it hurt my pet? NO. The static correction is delivered when  
23 your pet crosses the established boundary. It is designed to get  
24 your pet’s attention, but not punish him. The sensation is similar  
25 to walking across carpeting, then touching a door knob. This  
26 method has been proven safe and will not harm your pet.”

25 *Id.* ¶ 39. The current version, however, omits these safety statements. *Id.*

26 Finally, RSC removed the same statements from its bark collar products. For  
27 example, the Basic Bark Control Collar previously represented:

28 “safe and effective for most dog breeds and sizes”

1 “As he barks, he receives a safe but annoying static correction and  
2 an audible tone. The automatic correction starts with a mild tingle,  
3 with up to 6 levels for successive barking.”

4 “Will the static stimulation hurt my pet? No. The correction is  
5 designed to get your pet’s attention, but not punish him. The  
6 initial correction may startle your pet, but most pets only  
7 experience a few corrections during normal usage.”

8 The current version, however, again omits these representations.

9 These changes to the packaging for the PetSafe products further bolster the  
10 strength of the Settlement—and the benefits conferred on Settlement Class Members.

### 11 CONCLUSION

12 Plaintiff has complied with the Preliminary Approval Order, the notice ordered by  
13 the Court has been disseminated, the claims rate is strong, no objections have been filed,  
14 and the Settlement meets the standards for final approval set by the Ninth Circuit. For  
15 all of these reasons, plaintiff respectfully requests that the Court grant final approval.

16 Dated: December 22, 2025

/s/ Amber L. Schubert

17 Amber L. Schubert (No. 278696)  
18 Robert C. Schubert (No. 62684)  
19 Daniel L.M. Pulgram (No. 354569)  
20 **Schubert Jonckheer & Kolbe LLP**  
21 2001 Union Street, Suite 200  
22 San Francisco, CA 94123  
23 Tel: 415-788-4220  
24 Fax: 415-788-0161  
25 aschubert@sjk.law  
26 rschubert@sjk.law  
27 dpulgram@sjk.law

28 *Settlement Class Counsel*

1 Robert C. Schubert (No. 62684)  
Amber L. Schubert (No. 278696)  
2 Daniel L.M. Pulgram (No. 354569)  
**Schubert Jonckheer & Kolbe LLP**  
3 2001 Union Street, Suite 200  
San Francisco, CA 94123  
4 Tel: 415-788-4220  
5 Fax: 415-788-0161  
rschubert@sjk.law  
6 aschubert@sjk.law  
dpulgram@sjk.law

7 *Counsel for Plaintiff*

8  
9 IN THE UNITED STATES DISTRICT COURT

10 FOR THE CENTRAL DISTRICT OF CALIFORNIA

11  
12 STEVEN HERNANDEZ, Individually  
13 and on Behalf of All Others Similarly  
14 Situated,

15 Plaintiff,

16 v.

17 RADIO SYSTEMS CORPORATION,

18 Defendant.

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

**Declaration of Amber L. Schubert in  
Support of Motion for Final  
Approval of Class Action Settlement**

Date: January 26, 2026

Time: 9:00 a.m.

Judge: Hon. Jesus G. Bernal

Courtroom: 1



1 additional documents produced by the referenced third parties. On April 23, 2024, the  
2 parties attended their first private mediation session with Robert A. Meyer, an  
3 experienced mediator of complex litigation, but no settlement was reached.

4 9. Plaintiff filed the motion for class certification on June 21, 2024 supported  
5 by voluminous evidence, including expert declarations from a board-certified veterinary  
6 behaviorist expert, an electrical engineering expert, and two economic experts. Following  
7 further discovery on class certification issues, including expert depositions, RSC filed its  
8 opposition brief on September 30, 2024, and plaintiff filed a reply brief on October 18,  
9 2024. On November 25, 2024, the parties filed respective *Daubert* motions seeking to  
10 exclude expert opinions offered by the parties in support of, and in opposition to, class  
11 certification. On that date, RSC also filed a motion to strike plaintiff's jury demand.  
12 Opposition briefs on each of these motions were filed on December 16, 2024, and reply  
13 briefs were filed on December 23, 2024.

14 10. Meanwhile, RSC filed a motion for summary judgment on October 15,  
15 2024. Plaintiff filed an opposition brief on December 16, 2024, and RSC filed a reply  
16 brief on December 23, 2024.

17 11. On February 5, 2025, the parties attended their second mediation session  
18 with Mr. Meyer, and a settlement was reached. Notice of the Settlement was filed with  
19 the Court that same day. On February 7, 2025, the Court placed the action on inactive  
20 status pending the settlement process.

## 21 **THE SETTLEMENT**

### 22 **The Settlement Class**

23 12. The Settlement Class is defined as all persons who purchased one or more  
24 of the Class Products in the State of California between October 1, 2018 and October  
25 31, 2022. Excluded from the Settlement Class are governmental entities; RSC, any entity  
26 in which RSC has a controlling interest, and RSC's officers, directors, affiliates,  
27 representatives, employees, successors, subsidiaries, and assigns; and all judges, justices,  
28

1 or judicial officers presiding over this matter and the members of their immediate families  
2 and judicial staff.

### 3 **The Settlement Consideration**

4 13. Under the Settlement, RSC will pay \$1.9 million to create a non-reversionary  
5 cash settlement fund for Settlement Class Members. Notice costs, administration  
6 expenses, attorneys' fees and costs, and any service award awarded by the Court will be  
7 deducted from the fund. The balance (the "Net Settlement Fund") will be applied to pay  
8 valid claims. As discussed in plaintiff's motion for attorneys' fees, reimbursement of  
9 litigation costs, and service award, filed on November 24, 2025 (ECF 137), plaintiff seeks  
10 33.3% of the fund in attorneys' fees, or \$633,270, reimbursement of expenses of  
11 \$376,792.85, and a \$10,000 service award.

12 14. In addition, notice costs and administration expenses, currently totaling  
13 \$200,320.98, will be deducted to arrive at the Net Settlement Fund amount. These  
14 expenses are somewhat higher than the Settlement Administrator's initial estimate of  
15 \$150,000 because Angeion received substantially more unique purchaser records from  
16 third-party retailers, resulting in increased notice and administration costs. Notice Plan  
17 Decl. ¶ 38 n.3. Angeion has kept and will continue to keep the parties and the Court  
18 apprised of these costs, and it will include the final cost of notice and administration  
19 services with its supplemental declaration on January 12, 2026. *Id.*

### 20 **Distribution of Settlement Proceeds**

21 15. Settlement Class Members who submit Valid Claims will be entitled to Cash  
22 Payments for each Class Product they purchased during the Class Period. Settlement  
23 Class Members may submit a claim for a Cash Payment of \$30.00 for each Bark Collar  
24 Product, \$35.00 for each Barrier Product, \$90.00 for each In-Ground Fence Product, and  
25 \$140.00 for each Wireless Fence Product. Cash Payments to Settlement Class Members  
26 who submit Valid Claims are subject to a *pro rata* increase if the total value of Valid Claims  
27 is less than the Net Settlement Fund or a *pro rata* decrease if the total payments to  
28 Claimants would otherwise exhaust the Net Settlement Fund. Settlement Class Members

1 who submit Claims for more than three Class Products will be required to submit proof  
2 of purchase, subject to reasonable verification by the Settlement Administrator.

3 **Customary Releases**

4 16. The Settlement provides for customary releases by plaintiff and the  
5 Settlement Class Members of all claims, whether federal or state, known or unknown,  
6 asserted or unasserted, regardless of legal theory, arising out of the facts underlying the  
7 action and concerning one or more of the Class Products, against RSC, its past or present  
8 parents, subsidiaries, divisions, affiliates, stockholders, officers, directors, insurers,  
9 employees, agents, attorneys, any of their legal representatives (and the predecessors,  
10 heirs, executors, administrators, successors, purchasers and assigns of each of the  
11 foregoing). The Released Persons shall include RSC, its past or present parents,  
12 subsidiaries, divisions, affiliates, stockholders, officers, directors, insurers, employees,  
13 agents, attorneys, any of their legal representatives (and the predecessors, heirs, executors,  
14 administrators, successors, purchasers and assigns of each of the foregoing), and any  
15 retailers who sold the Class Products at issue.

16 **PRELIMINARY APPROVAL ORDER**

17 17. The Settlement Agreement was signed on May 19, 2025. On that same date,  
18 plaintiff filed the motion for preliminary approval.

19 18. In the Preliminary Approval Order, the Court held that, “on balance, the  
20 factors support preliminary approval of the Agreement” and that the Settlement was  
21 “potentially fair, adequate and reasonable.”

22 19. The Court applied Rule 23(a) and 23(b) and certified the proposed  
23 Settlement Class, appointed Amber L. Schubert as Class Counsel for the Settlement Class,  
24 appointed plaintiff as the representative of the Settlement Class, appointed Angeion  
25 Group, LLC as the Settlement Administrator, approved all proposed forms and methods  
26 of notice to the Class, and set deadlines for the approval process.

27 20. The Court further requested briefing at the final approval stage on certain  
28 specific factors, including “the risk of maintaining class action status throughout the trial,

1 the presence of a governmental participant, and the reaction of the class members to the  
2 proposed settlements.”

3 **COURT-APPROVED NOTICE HAS BEEN DISSEMINATED**

4 21. In the Preliminary Approval Order, the Court approved the Notice Plan  
5 designed by Angeion, as described in the Declaration of Steven Weisbrot of Angeion  
6 Group, LLC re: Angeion Qualifications and Notice Plan, dated May 16, 2025.

7 22. As set forth in the Declaration of Steven Weisbrot, Esq of Angeion Group,  
8 LLC Re: Notice Implementation & Settlement Administration, dated December 22,  
9 2025, Angeion has successfully implemented the Notice Plan.

10 23. As explained by Mr. Weisbrot, Angeion compiled a class contact list  
11 comprised of data for direct sales obtained by Class Counsel and provided to Angeion  
12 from (a) certain third-party retailers, including Chewy, Inc., TSC, PetSmart, and Home  
13 Depot, and (b) Defendant RSC itself.

14 24. In addition, Amazon.com, the large online sales platform, sent direct notice  
15 of the Settlement via email to its own customers. Class Counsel has been advised by  
16 Amazon that it sent a total of 24,732 email notices, with 100% delivery.

17 25. Class Counsel estimates that the population of Settlement Class Members  
18 is approximately 143,055, which includes 118,323 unique purchasers from RSC and third-  
19 party retailers who received direct notice from the Settlement Administrator and 24,732  
20 unique purchasers from Amazon.com, which sent its own notice. Settlement Plan Decl.  
21 ¶¶ 11, 16. The size of the Settlement Class is somewhat larger than initially estimated due  
22 to additional sales records produced by RSC and third-party retailers as part of the notice  
23 and administration process.<sup>1</sup>

24 **THE COURT SHOULD GRANT FINAL APPROVAL**

25 26. Final approval is proper pursuant to the factors applied by the Ninth Circuit  
26 and contained in Rule 23(e) for evaluating class action settlements.

---

27 <sup>1</sup> In the motion for preliminary approval of the settlement, Class Counsel estimated that  
28 RSC sold approximately 98,000 PetSafe products in California during the class period  
based on the sales data produced at that time. ECF 129-1 at 15.

1           27. As explained in the accompanying memorandum, the Settlement is fair,  
2 reasonable, and adequate, based on an analysis of each of the following factors applied in  
3 the Ninth Circuit: (1) the strength of the plaintiff's case; (2) the risk, expense, complexity,  
4 and likely duration of further litigation; (3) the risk of maintaining class action status  
5 throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery  
6 completed, and the stage of the proceedings; (6) the experience and views of counsel; (7)  
7 the presence of a governmental participant; and (8) any opposition by class members.

8           28. The Settlement Class still satisfies numerosity, commonality, typicality,  
9 adequacy, predominance, and superiority. I am aware of no new or additional facts that  
10 would alter the Court's application of Rule 23 in the Preliminary Approval Order.

11           29. At class certification, there was a substantial risk that the Court would not  
12 certify the proposed class—or would only certify a narrower class, reducing plaintiff's  
13 and class members' potential damages at trial. RSC challenged the propriety of class  
14 certification on many bases, arguing that plaintiff lacked common evidence of consumer  
15 perception, materiality, product safety, falsity, and classwide damages, and therefore  
16 could not meet Rule 23's requirements. Although plaintiff believes this case was suitable  
17 for class treatment—and indeed the Court certified the Class for settlement purposes—  
18 the outcome of the then-pending class certification motion was far from certain. Even if  
19 the Court granted that motion, any such ruling could have significantly narrowed the  
20 proposed class or introduced insurmountable obstacles at summary judgment or trial.  
21 Furthermore, had plaintiff prevailed, RSC could have sought a Rule 23(f) petition with  
22 the Ninth Circuit that risked reversing class certification or, at the very least, delayed the  
23 case for years, and RSC would have remained free to seek decertification before the Court  
24 on any number of potential grounds. Accordingly, this factor weighs in favor of approval  
25 of the Settlement.

26           30. Plaintiff and Class Members also faced the risk that RSC would prevail on  
27 its pending motions, including summary judgment and *Daubert*, or would win at trial.  
28

1           31. In the Preliminary Approval Order, the Court preliminarily approved the  
2 \$1.9 million Settlement Fund as potentially fair and approved the proposed Plan of  
3 Allocation. The Settlement Fund represents 37% of the total estimated recovery,  
4 including damages for the Bark Collars, which were at risk of being excluded from the  
5 class.

6           32. Although the Settlement Class is somewhat larger than initially estimated  
7 due to additional sales records produced by third-party retailers as part of the notice and  
8 administration process, the amount plaintiff and the class could have obtained at trial  
9 remains fixed based on the final expert reports submitted by plaintiff's damages experts  
10 prior to the close of discovery. The Settlement Administrator will provide the amounts  
11 of each claim in its supplemental declaration submitted after the close of the Claim Period  
12 on December 29, 2025.

13           33. As explained at preliminary approval, the Settlement follows extensive  
14 discovery practice, the filing of plaintiff's motion for class certification supported by  
15 voluminous evidence and expert testimony, hard-fought briefing and discovery regarding  
16 class certification issues, briefing on competing Daubert motions seeking to exclude  
17 expert testimony, and briefing on defendant's motion for summary judgment. RSC  
18 produced approximately 30,000 pages of documents, third parties subpoenaed by  
19 plaintiff produced additional materials, and eight depositions occurred, including several  
20 expert depositions.

21           34. There was no governmental participant in this case. CAFA notice was  
22 timely provided, and no state or federal official has objected.

23           35. The reaction of the Class has been overwhelmingly positive. Of 143,055  
24 Settlement Class Members, 57,732 have filed claims to date—with another week  
25 remaining before the close of the Claim Period. Notice Plan Decl. ¶ 33. There are only  
26 14 opt-outs, and no objections have been filed. *Id.* ¶¶ 35-37.

27           36. The Settlement does not include any such “subtle signs” of collusion. Class  
28 Counsel is not seeking a disproportionate distribution of the Settlement, which provides

1 robust monetary relief to Settlement Class Members. The Settlement contains no “clear  
2 sailing” provision. Settlement Agreement § 9.3 (“The Parties have reached no agreement  
3 on the amount of the Attorneys’ Fee and Expense Award that Class Counsel will seek,  
4 which is subject to the approval of the Court.”). And any fees not awarded will be paid  
5 to Settlement Class Members as part of the Net Settlement Fund. Id. § 1.6 (“no portion  
6 of the Settlement Fund or Net Settlement Fund will revert to RSC”). There is no risk that  
7 the Settlement Agreement was the product of collusion.

### 8 **CHANGES TO THE PETS SAFE PRODUCT PACKAGING**

9 37. During the pendency of the case, RSC made substantial changes to its  
10 PetSafe product packaging, including altering the prior safety claims for each type of  
11 product that formed the basis of this litigation. Although these changes were not  
12 mandated by the Settlement, Plaintiff believes that they are a product of this litigation—  
13 providing additional benefits to Settlement Class Members.

14 38. RSC removed safety representations from its wireless fence products. For  
15 example, the retail package for the Stay & Play Compact Wireless Fence, Model No.  
16 PIF00-12917, formerly made the following safety-related representations as detailed in  
17 the Declaration of Gregory T. Stuart in Support of Motion for Class Certification filed  
18 on June 20, 2024 (the “Stuart Declaration”): (a) used the “PetSafe” brand name; (b) used  
19 the “Safe Pets, Happy Owners” slogan; (c) stated that the product is “...proven safe and  
20 effective for pets over 5 lb”; (d) provided the question and answer “Will it hurt my pet?  
21 NO. The correction is delivered when a pet crosses the established boundary zone. It is  
22 designed to get your pet’s attention, but not to punish him. This method has been proven  
23 safe and will not harm your pet.”; and (e) stated that “If your pet crosses the established  
24 boundary zone, a static correction will get your pet’s attention, but will not harm him.”  
25 The current version of the packaging for the Stay & Play Compact Wireless Fence uses  
26 the “PetSafe” brand name but was otherwise modified to omit all of the other safety-  
27 related representations listed in the Stuart Declaration. A true and correct copy of the  
28

1 revised packaging for the Stay & Play Compact Wireless Fence, which omits these safety-  
2 related representations, is attached as **Exhibit A**.

3 39. RSC removed safety representations from its in-ground fence products. For  
4 example, the retail package for the Stubborn Dog In-Ground Fence, Model No. PIG00-  
5 10777, formerly made the following safety-related representations as detailed in the Stuart  
6 Declaration: (a) used the “PetSafe” brand name; (b) used the “Safe Pets, Happy Owners”  
7 slogan; (c) stated that the product provides “...a safe and effective containment area...”;  
8 and (d) provided the question and answer “Will it hurt my pet? NO. The static correction  
9 is delivered when your pet crosses the established boundary. It is designed to get your  
10 pet’s attention, but not punish him. The sensation is similar to walking across carpeting,  
11 then touching a door knob. This method has been proven safe and will not harm your  
12 pet.” The current version of the packaging for the Stubborn Dog In-Ground Fence uses  
13 the “PetSafe” brand name but was otherwise modified to omit all of the other safety-  
14 related representations listed in the Stuart Declaration. A true and correct copy of the  
15 revised packaging for the Stubborn Dog In-Ground Fence, which omits these safety-  
16 related representations, is attached as **Exhibit B**.

17 40. RSC removed safety representations from its bark collar products. For  
18 example, the retail package for the Basic Bark Control Collar, Model No. PBC-102,  
19 formerly made the following safety-related representations as detailed in the Stuart  
20 Declaration: (a) used the “PetSafe” brand name; (b) used the “Safe Pets, Happy Owners”  
21 slogan; (c) used the “protect. teach. love.” slogan; (d) stated that the product is “...safe  
22 and effective for most dog breeds and sizes...”; (e) stated that “As he barks, he receives  
23 a safe but annoying static correction and an audible tone. The automatic correction starts  
24 with a mild tingle, with up to 6 levels for successive barking.”; and (f) provided the  
25 question and answer “Will the static stimulation hurt my pet? No. The correction is  
26 designed to get your pet’s attention, but not punish him. The initial correction may startle  
27 your pet, but most pets only experience a few corrections during normal usage.” The  
28 current version of the packaging for the Basic Bark Control Collar uses the “PetSafe”

1 brand name but was otherwise modified to omit all of the other safety-related  
2 representations listed in the Stuart Declaration. A true and correct copy of the revised  
3 packaging for the Basic Bark Control Collar, which omits these safety-related  
4 representations, is attached as **Exhibit C**.

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

Executed on December 22, 2025

/s/ Amber L. Schubert  
Amber L. Schubert

# EXHIBIT A

**PetSafe** 

# Stay & Play<sup>®</sup> Compact Wireless Fence

**RECOMMENDED BY  
VETS AND TRAINERS**



No wires  
to bury



5 static levels



Scan to  
learn more



**with Rechargeable Collar**

Circular boundary covers up to 3/4 acre

Easy setup in 1-2 hours

**PetSafe** 

# Stay & Play<sup>®</sup> Compact Wireless Fence

**Safe off-leash play on your time!**

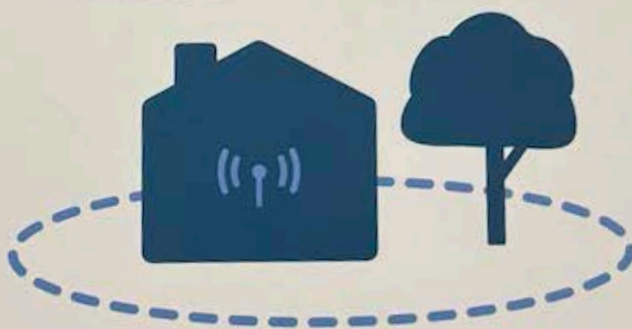


1-2 Hour Setup

+



Training



## 1. Set up transmitter

Adjust the circular boundary signal between 22 ft and 105 ft



## 2. Fit the collar

Adjust collar for a perfect fit



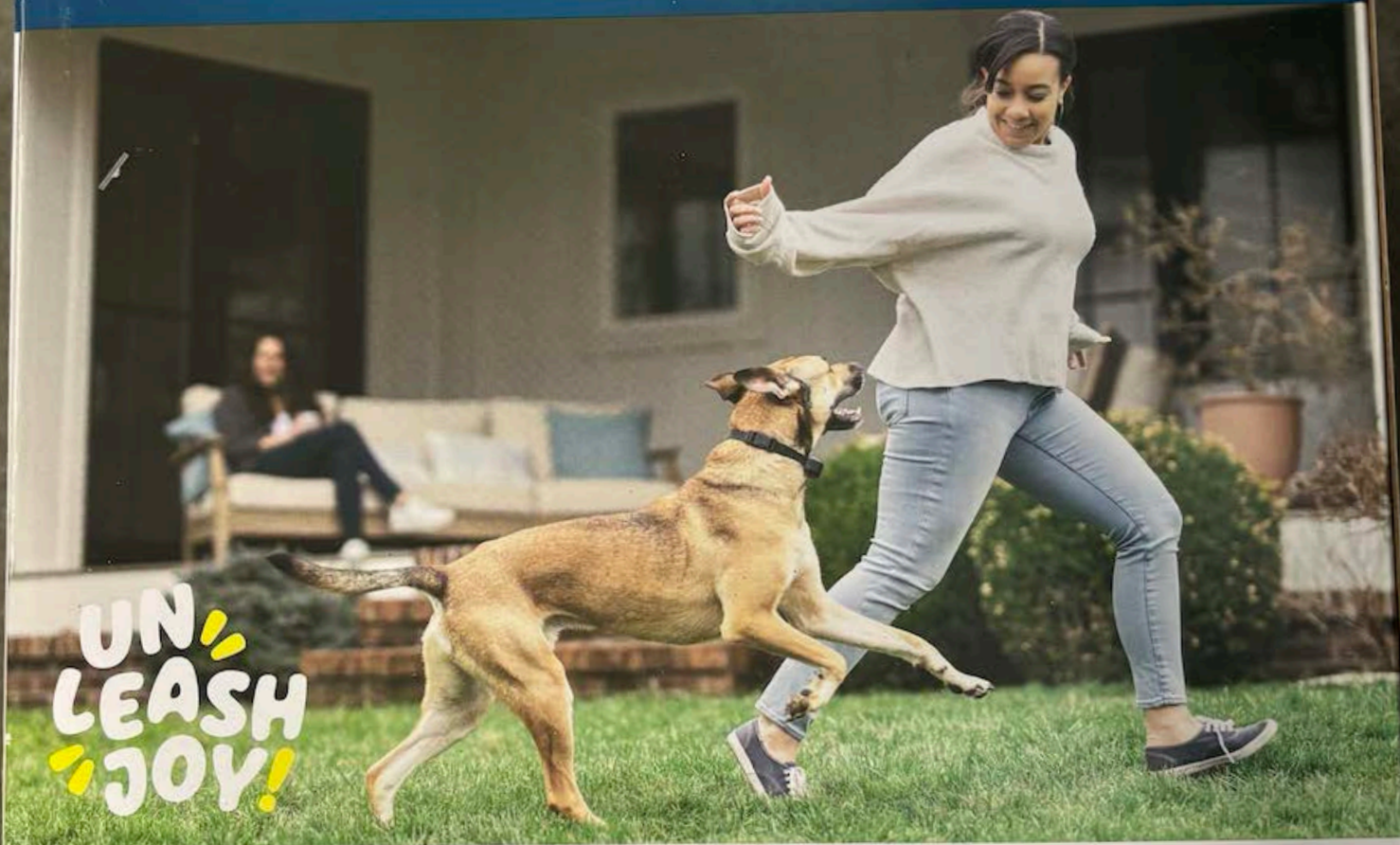
## 3. Train for success!

2-week step-by-step training guide included

Visit [PetSafe.com](https://www.PetSafe.com) for fence setup and training instructions

**PetSafe** 

**Stay & Play**<sup>®</sup>  
**Compact Wireless Fence**



## **Our promise:**

### **A safer yard means peace of mind.**

Your dog can enjoy more off-leash time, and you'll feel better knowing he's safe.

### **Vet and trainer recommended.**

Experts trust PetSafe<sup>®</sup> fences to keep their own dogs safe at home.

### **A legacy of protection for over 25 years.**

PetSafe<sup>®</sup> fences have protected over 11 million dogs since 1998.

### **We're here to help.**

Our U.S.-based Customer Care team is available at [petsafe.com](https://petsafe.com).



# Stay & Play<sup>®</sup> Compact Wireless Fence

## How it works:

- 1 Compact transmitter** is the center of the circular pet area and can be set up in most indoor locations with a power source, even campers and RVs
- 2 Waterproof, rechargeable collar** features 5 static correction levels plus tone for training
- 3 Training flags** are temporary and help you and your dog visualize the circular boundary during the 2-week training period



## What's included:

- Transmitter with power adaptor
- Adjustable waterproof collar
- Collar charger
- Short & long contact points for short or long-haired pets
- 50 training flags
- Quick start guide
- Training guide
- One-year warranty



## Add a Pet:

You can protect all your pets with one fence by giving each pet their own wireless fence collar. Additional collars sold separately. Collar fits neck sizes 6-28 inches; for pets over 5 pounds.



# Stay & Play<sup>®</sup> Compact Wireless Fence

**RECOMMENDED BY  
VETS AND TRAINERS**



 No wires to bury

 5 static levels

 Scan to learn more



**with Rechargeable Collar**

**Circular boundary covers up to 3/4 acre  
Easy setup in 1-2 hours**



# Stay & Play<sup>®</sup> Compact Wireless Fence

We're here to help!



U.S.-Based  
Customer Care  
[petsafe.com](http://petsafe.com)

The receiver collar contains a lithium ion battery.

For important regulatory and safety information, please see the product insert inside.

**WARNING** The PetSafe<sup>®</sup> Stay & Play<sup>®</sup> Compact Wireless Fence system is NOT a solid barrier. The system is designed to act as a deterrent to remind pets by static correction to remain in the boundary established. It is important that you reinforce training with your pet on a regular basis. Since the tolerance level to static correction varies from pet to pet, Radio Systems Corporation CANNOT guarantee that the system will, in all cases, keep a pet within the established boundary. Not all pets can be trained to avoid crossing the boundary. Therefore, if you have reason to believe that your pet may pose a danger to others or harm himself if he is not kept from crossing the boundaries, you should NOT rely solely upon the system to confine your pet. Radio Systems Corporation shall NOT be liable for any property damage, economic loss or any consequential damages, sustained as a result of any animal crossing the boundary.

**CAUTION** For comfort, safety and effectiveness of this product, please ensure that you check the fit of your pet's collar frequently. The Product Manual for this product describes proper collar fitting. If any skin irritation is observed, discontinue the use of the collar for a few days. If the condition persists beyond 48 hours, see your veterinarian.

Radio Systems Corporation  
10427 PetSafe Way  
Knoxville, TN 37932

Made in Vietnam

YU413-2201

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RB-PIF00-12917



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# EXHIBIT B

**PetSafe** 

# Stubborn Dog In-Ground Fence™

**RECOMMENDED BY  
VETS AND TRAINERS**



Customizable  
boundary



Vibration  
and static



Scan to  
learn more



**with Replaceable-Battery Collar  
for Stubborn Dogs**

Covers up to 1/3 acre

Expands up to 25 acres with additional wire

# PetSafe

## Stubborn Dog In-Ground Fence™

Safe, off-leash play on your time!



Plan Your Layout

+



Installation

+



Training



### 1. Install a custom boundary

Bury wire to match your yard's unique layout



### 2. Fit the collar

Adjust collar for a perfect fit



### 3. Train for success!

2-week step-by-step training guide included

## Expandable up to 25 acres

Additional Wire and Flag Kits are available for spaces larger than 1/3 acre

Yard Size	What do I need?
Up to 1/3 acre	Included in this box
Up to 1/2 acre	+1 Kit
Up to 1 acre	+1 Kit
Up to 2 acres	+2 Kits
Up to 5 acres	+3 Kits
Up to 10 acres	+5 Kits
Up to 25 acres	+8 Kits

*Kits: PIG00-13769 Wire and Flag Kit*

**PetSafe** 

# Stubborn Dog In-Ground Fence™



**UNLEASH  
JOY!**

## **Our promise:**

### **A safer yard means peace of mind.**

Your dog can enjoy more off-leash time, and you'll feel better knowing he's safe.

### **Vet and trainer recommended.**

Experts trust PetSafe® fences to keep their own dogs safe at home.

### **A legacy of protection for over 25 years.**

PetSafe® fences have protected over 11 million dogs since 1998.

### **We're here to help.**

Our U.S.-based Customer Care team is available at [petsafe.com](https://petsafe.com).



# Stubborn Dog In-Ground Fence™

## How it works:

- 1 **Wired transmitter** is installed indoors to provide power and signal for buried wire
- 2 **Buried wire** runs from the transmitter along your chosen boundary to create a safe, enclosed space for your dog
- 3 **Waterproof collar** designed for stubborn dogs uses a replaceable battery and features 4 static correction levels plus tone and vibration for training
- 4 **Training flags** are temporary and help you and your dog visualize the boundary during the 2-week training period



## What's included:

- Transmitter with power adaptor
- Adjustable waterproof collar
- One 9V alkaline collar battery
- Short & long contact points for short or long-haired pets
- Surge protector
- 500 ft of wire
- 50 training flags
- Product manual
- One-year warranty



## Add a Pet:

You can protect all your pets with one fence by giving each pet their own In-Ground Fence™ collar. Additional collars sold separately. Collar fits neck sizes 6-28 inches; for pets over 8 pounds. YardMax® collars and Classic In-Ground Fence™ collars are not compatible with this system.

**PetSafe** 

# Stubborn Dog In-Ground Fence™



Customizable  
boundary



Vibration  
and static



# Stubborn Dog In-Ground Fence™

Receiver collar includes one 9V alkaline battery.

For important regulatory and safety information, please see the product manual inside.

### ⚠️ WARNING

The PetSafe® Stubborn Dog In-Ground Fence™ system is NOT a solid barrier. The system is designed to act as a deterrent to remind pets by static correction to remain in the boundary established. It is important that you reinforce training with your pet on a regular basis. Since the tolerance level to static correction varies from pet to pet, Radio Systems Corporation CANNOT guarantee that the system will, in all cases, keep a pet within the established boundary. Not all pets can be trained to avoid crossing the boundary. Therefore, if you have reason to believe that your pet may pose a danger to others or harm himself if he is not kept from crossing the boundaries, you should NOT rely solely upon the system to confine your pet. Radio Systems Corporation shall NOT be liable for any property damage, economic loss or any consequential damages, sustained as a result of any animal crossing the boundary.

### ⚠️ CAUTION

For comfort, safety and effectiveness of this product, please ensure that you check the fit of your pet's collar frequently. The product manual for this product describes proper collar fitting. If any skin irritation is observed, discontinue the use of the collar for a few days. If the condition persists beyond 48 hours, see your veterinarian.

We're here to help!



U.S.-Based  
Customer Care  
[petsafe.com](https://petsafe.com)

Radio Systems Corporation  
10427 PetSafe Way  
Knoxville, TN 37932

Made in Vietnam

YU413-2198

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RB-PIG00-10777



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# EXHIBIT C

TAKE THIS PACKAGE TO THE REGISTER TO PURCHASE ACTUAL PRODUCT

**PetSafe**

# Basic Bark Collar

OVER 12 MILLION  
DOGS TRAINED



FOR  
DISPLAY  
ONLY

For dogs  
8+ lb

6

Adjustable  
Static levels



Replaceable  
battery



Scan to  
learn more

Static Stimulation

Reduces barking quickly and effectively  
Manually select the level of correction your dog needs



For a list of patents protecting this product,  
please visit [www.radiosystemscorporation.com/  
patents](http://www.radiosystemscorporation.com/patents).

Radio Systems Corporation  
10427 PetSafe Way  
Knoxville, TN 37932

©2025 Radio Systems Corporation



**We're here to help!**



U.S.-Based Customer Care  
**[support.petsafe.com](http://support.petsafe.com)**

PBC-102  
FOR  
DISPLAY  
ONLY

DELC\_PROX\_001



# Basic Bark Collar



**UNLEASH JOY!**

### **Our promise:**

**Find peace through quiet.**  
Watch as your dog learns to be calm and confident at home and anywhere you go.

**Vet and trainer recommended.**  
Experts trust PetSafe® training tools to teach their own dogs.

**Over 25 years of training innovation.**  
We've been pioneers in reliable training and behavior solutions since 1998.

TAKE THIS PACKAGE TO THE REGISTER TO PURCHASE ACTUAL PRODUCT

**PetSafe** 

## Basic Bark Collar

### How it works:

- **Progressive Bark Function:** Automatically interrupts barking with up to 6 levels of static & tone
- **Waterproof Collar:** Train in the rain or shine
- **Adjustable Nylon Collar:** Fits dogs 6 months or older, 8lbs & up, with up to 28 inch necks
- **Replaceable Battery:** Lasts 3-6 months



### What's included:

- Bark Collar
- PetSafe® RFA-67 Lithium Battery
- Operating Guide
- One Year Limited Warranty

**We're here to help!**



U.S.-Based Customer Care  
[support.petsafe.com](https://support.petsafe.com)

**PetSafe** 

**Basic Bark Collar**

**TAKE THIS PACKAGE TO THE REGISTER TO PURCHASE ACTUAL PRODUCT**



# Basic Bark Collar

**TAKE THIS PACKAGE TO THE REGISTER TO PURCHASE ACTUAL PRODUCT**

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

STEVEN HERNANDEZ, individually and  
on behalf of all others similarly situated,

Plaintiff,

v.

RADIO SYSTEMS CORPORATION,

Defendant.

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

**DECLARATION OF STEVEN WEISBROT, ESQ OF ANGEION GROUP, LLC  
RE: NOTICE IMPLEMENTATION & SETTLEMENT ADMINISTRATION**

I, Steven Weisbrot, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am the President and Chief Executive Officer at the class action notice and claims administration firm Angeion Group, LLC (“Angeion”). I am fully familiar with the facts contained herein based upon my personal knowledge, as well as information that has been provided to me by my colleagues in the ordinary course of business at Angeion.
2. My credentials were previously reported to this Court in my prior declaration (the “Notice Plan Declaration”) (ECF No. 129-4).
3. Angeion was retained by Class Counsel and appointed to serve as the Settlement Administrator pursuant to the *Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action Settlement* (“Preliminary Approval Order”) (ECF No. 134).
4. The purpose of this declaration is to summarize the work performed to effectuate the Notice Plan and to administer the Settlement in accordance with the *Class Action Settlement Agreement and Release* (“Settlement Agreement”) (ECF No. 129-3) and Preliminary Approval Order.

**NOTICE PURSUANT TO THE CLASS ACTION FAIRNESS ACT 28 U.S.C. § 1715**

5. On May 28, 2025, on behalf of the Defendant, Angeion caused notice of the settlement to be sent to the Attorneys General of all states and territories, as well as the Attorney General of

the United States (“CAFA Notice”). A true and accurate copy of the CAFA Notice is attached hereto as **Exhibit A**.

### **CLASS LIST**

6. Between August 29, 2025, and September 18, 2025, Class Counsel provided Angeion with electronic files containing purchaser records from Third-Party Retailers Chewy, Inc., TSC, PetSmart, and Home Depot, and Defendant RSC provided direct sale records.

7. Combined, the files contained 97,399 purchaser records, which included the purchaser’s name, and where it was known, email address and/or mailing address.

8. Angeion analyzed purchaser records it received and removed duplicative purchaser records, which resulted in a total of 70,019 unique records (the “Initial Class List”). Of the unique purchaser records on the Class List, 51,611 records contained at least one valid email address (and mailing address information, where available), 17,755 records without a valid email address contained only a valid mailing address, and 653 records did not have a valid email address or mailing address.

### **SUPPLEMENTAL CLASS LIST**

9. On September 30, 2025, the Court issued the *Order Regarding Notice of Settlement to Petco Customers* (“Order”) (ECF No. 136) directing the Third-Party retailer Petco, Inc. (“Petco”) to provide its customer records.

10. On or about October 15, 2025, Petco provided Angeion with a spreadsheet containing 49,657 customer records. The records contained purchaser’s name, and where it was known, email address and/or mailing address.

11. Angeion analyzed the Petco data and removed duplicative records, resulting in a total of 48,304 unique records (“Supplemental Class List”). Of the unique records, 39,716 contained a valid email address (and mailing address information, where available), 6,259 records without a valid email address contained only a mailing address, and 2,329 records did not have a valid email address or mailing address. An updated chart providing a breakdown of the total unique purchaser records provided to Angeion is below:

<b>Source</b>	<b>Unique Purchaser Records</b>
Chewy Inc.	2,190
TSC	35,599
PetSmart	1,170
Home Depot	17
RSC	31,043
Petco Inc.	48,304
<b>Total</b>	<b>118,323</b>

**DIRECT NOTICE**

**Email Notice**

12. Prior to disseminating notice via email (“Email Notice”), Angeion caused the email addresses on the Initial Class List and Supplemental Class List to be subjected to the cleansing and validation process, as described in the Notice Plan Declaration. As a result of the cleaning and validation process, 72,878<sup>1</sup> email addresses on the Initial Class List were identified as valid and 39,716 of the email addresses on the Supplemental Class List were identified as valid.

13. On October 3, 2025, Angeion caused the Email Notice to be sent to the 72,878 valid email addresses on the Initial Class List, of which 68,066 emails were delivered and 4,812 were not delivered due to an email bounce. A true and accurate copy of the Email Notice is attached hereto as **Exhibit B**.

14. On October 29, 2025, Angeion caused the Email Notice to be sent to the additional 39,716 email addresses on the Supplemental Class List, of which 37,739 emails were delivered and 1,977 were not delivered due to an email bounce. A true and accurate copy of the Email Notice with extended deadline dates is attached hereto as **Exhibit C**.

15. As a result of the Email Notice efforts, a total of 105,805 Email Notices were delivered out of the total 112,594 Email Notices sent, which represents an approximate 93.97% successful delivery rate.

---

<sup>1</sup> While Angeion identified 51,611 unique records, these records had multiple valid email addresses. Therefore, in the abundance of caution, Angeion sent out a notice to each of those email addresses.

**Email Notice via Amazon**

16. On November 18, 2023, Plaintiff issued a subpoena to Amazon requesting their customer records. Plaintiff's counsel then informed Angeion that Amazon would be disseminating notice of the Settlement to their customers. Angeion created an email notice for Plaintiff's counsel's review and approval on September 2, 2025, which was forwarded to Amazon. It is our understanding that Amazon disseminated notice of the Settlement on October 3, 2025. Attached hereto as **Exhibit D** is a true and correct copy of the Amazon subpoena and email notice.

**Postcard Notice**

17. Prior to mailing the Postcard Notice, Angeion processed the 17,755 mailing addresses on the Initial Class List and the 6,259 mailing addresses on the Supplemental Class List through the United States Postal Service ("USPS") National Change of Address ("NCOA") database to identify updated address information for individuals and businesses who have moved in the last four years and filed a change of address card with the USPS. The NCOA results provided 1,021 updated addresses for records on the Initial Class List and 540 updated addresses for records on the Supplemental Class List. In addition, the NCOA results identified 2,955 of the mailing address records on the Initial Class List could not be delivered by the USPS due to an incomplete or incorrect mailing address.

18. On October 3, 2025, Angeion caused the Postcard Notice to be mailed via USPS first class mail, postage prepaid to the 14,800 records that did not have an email address on the Initial Class List and had a valid mailing address after NCOA review. A true and accurate copy of the Postcard Notice is attached hereto as **Exhibit E**.

19. On October 16, 2025, Angeion caused the Postcard Notice to be mailed via USPS first class mail, postage prepaid to the 4,444 potential Settlement Class Members whose Email Notices could not be delivered and who had complete mailing address information on the Initial Class List. A true and accurate copy of the Postcard Notice is attached hereto as **Exhibit F**.

20. On October 29, 2025, Angeion caused the Postcard Notice to be mailed via USPS first class mail, postage prepaid to the 6,259 records that did not have an email address but had a

complete mailing address on the Supplemental Class List. A true and accurate copy of the Postcard Notice with extended deadline dates<sup>2</sup> is attached hereto as **Exhibit G**.

21. On November 10, 2025, Angeion caused the Postcard Notice to be mailed via USPS first class mail, postage prepaid to the 1,810 potential Settlement Class Members whose Email Notice could not be delivered and who had mailing address information on the Supplemental Class List. A true and accurate copy of the Postcard Notice with extended deadline dates is attached hereto as **Exhibit H**.

22. As of December 22, 2025, a total of 152 Postcard Notices have been returned by the USPS as undeliverable with a forwarding address and a total of 2,524 Postcard Notices were returned by the USPS as undeliverable *without* a forwarding address. Angeion subjected the undeliverable mailing addresses without a forwarding address through an address verification search (“skip traces”). The skip trace efforts identified 1,756 updated mailing addresses. Postcard Notices have been remailed to the 152 records with a forwarding address and are in the process of being remailed to the 1,756 updated mailing addresses identified via skip trace.

#### **MEDIA NOTICE**

23. On October 3, 2025, Angeion commenced the four (4) week media notice portion of the Notice Plan comprised of state-of-the-art programmatic display advertising, social media advertising via Facebook, Instagram, Reddit, and a paid search campaign via Google. The media notice was designed to target potential Settlement Class Members who were identified as being purchasers of Radio Systems products.

24. True and accurate copies of the programmatic banner ads and social media ads are attached hereto as **Exhibit I** and **Exhibit J**, respectively. An example of the paid search posting is attached hereto as **Exhibit K**.

25. As described in the Notice Plan Declaration, the comprehensive media notice was

---

<sup>2</sup> *Order Regarding Notice of Settlement to Petco Customers* (ECF No. 136), ¶3: “If the Settlement Administrator issues notice to Settlement Class Members after October 3, 2025, the new Notice Date (as that term is defined in ECF 134) shall be the date notice is issued to Settlement Class Members for which Petco provides contact information, and the Claims Period and Objection and Exclusion Deadlines for all Settlement Class Members (defined in ECF 134 as 60 days after the Notice Date) shall be extended accordingly.

designed to deliver an approximate 70.39% reach with an average frequency of 3.02 times each. The media notice campaign concluded on November 1, 2025, and exceeded expectations, delivering an approximate 77.27% reach with an average frequency of 3.87 times. The approximate reach percentage achieved via the state-of-the-art media notice is separate and apart from, and in addition to, the individual direct notice efforts.

#### **PRESS RELEASE**

26. On October 3, 2025, Class Counsel caused a joint press release to be distributed via PR Newswire. A true and accurate copy of the joint press release is attached hereto as **Exhibit L**.

#### **CLRA NOTICE**

27. Beginning on October 3, 2025, Angeion caused notice of the Settlement to be published in USA Today's California Regional Edition every Friday through October 24, 2025. A true and accurate copy of the CLRA Notice is attached hereto as **Exhibit M**.

#### **CASE SPECIFIC SETTLEMENT WEBSITE**

28. On October 3, 2025, Angeion established the following website dedicated to this Settlement: [www.petssafesettlement.com](http://www.petssafesettlement.com) (the "Settlement Website"). The Settlement Website contains general information about the settlement, including answers to frequently asked questions and important dates and deadlines pertinent to this matter. Visitors to the Settlement Website also can access or download copies of the Long-Form Notice, Claim Form, Settlement Agreement, Preliminary Approval Order, and other important settlement-related documentation. Settlement Class Members are also able to submit a Claim Form or opt out of the Settlement through secure online portals on the Settlement Website. The Settlement Website also has a "Contact Us" page whereby potential Settlement Class Members can send an email with any additional questions to a dedicated email address.

29. True and accurate copies of the Long-Form Notice and Claim Form are attached hereto as **Exhibit N**, and **Exhibit O**, respectively.

30. Through December 22, 2025, there have been 221,695 unique visitors to the Settlement Website, totaling 317,307 page views.

### **TOLL-FREE HOTLINE**

31. On October 3, 2025, Angeion established the following toll-free hotline dedicated to this case: 1-877-766-4150. The toll-free hotline utilizes an interactive voice response (“IVR”) system to provide potential Settlement Class Members with responses to frequently asked questions, the ability to request a Long Form Notice be mailed to them and provides essential information regarding the Settlement. This hotline is accessible 24 hours a day, 7 days a week.

32. Through December 22, 2025, the toll-free line has received approximately 137 calls, totaling 582 minutes.

### **CLAIM SUBMISSIONS**

33. The deadline for potential Settlement Class Members to submit a Claim Form is December 29, 2025. As of December 22, 2025, Angeion has received 57,732 claims via the online portal and USPS. Angeion will continue to receive and process Claim Form submissions and will provide the final claim submission stats after the Claim Form submission deadline has passed.

34. Claim Form submissions are still subject to final audits, including the full assessment of each claim’s validity and a review for duplicate submissions.

### **OPT-OUTS AND OBJECTIONS**

35. The deadline for Settlement Class Members to exclude themselves from the settlement is December 29, 2025. As of December 22, 2025, Angeion has received fourteen (14) opt-outs. A table summarizing the opt-outs is attached hereto as **Exhibit P**.

36. The deadline for Settlement Class Members to object to the Settlement is December 29, 2025. As of December 22, 2025, Angeion has not received any objections.

37. Angeion will update the Parties and the Court with the total number of opt outs and objections it receives.

**ESTIMATED NOTICE AND ADMINISTRATION COSTS**

38. Through October 31, 2025, the cost to provide notice and administration services has totaled \$200,320.98<sup>3</sup>. Angeion will continue to keep the Parties informed of the total notice and administration costs on a monthly basis and will prepare a final estimate prior to issuing payments to Settlement Class Members who submit Valid Claims.

**CONCLUSION**

39. The Notice Plan implemented for this Settlement included direct notice via email or mail to all reasonably identifiable potential Settlement Class Members and featured a robust, state-of-the-art media campaign comprised of programmatic display advertising, social media notice via Facebook, Instagram, Reddit, and a paid search campaign via Google that independently delivered an approximate 77.27% reach with an average frequency of 3.87 times.

40. The Federal Judicial Center states that a publication notice plan that reaches 70% of class members is one that reaches a “high percentage” and is within the “norm.” Barbara J. Rothstein & Thomas E. Willging, Federal Judicial Center, “Managing Class Action Litigation: A Pocket Guide for Judges,” at 27 (3d Ed. 2010).

41. The Notice Plan also included a press release via PR Newswire, publication in USA Today California Regional edition and the implementation of the dedicated Settlement Website and toll-free telephone support to further inform Settlement Class Members of their rights and options pursuant to the Settlement Agreement.

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<sup>3</sup> Angeion’s initial cost estimate in the amount of \$150,000 was premised on a notice population of 11,500. Angeion ultimately received over 118,000 unique purchaser records from Third-Party retailers Chewy, Inc., TSC, PetSmart, and Home Depot, and Defendant RSC. The increased notice population resulted in increased notice and administration costs. Angeion has kept and will continue to keep the Parties apprised of the notice and administration services.

42. It remains my professional opinion that the Notice Plan provided full and proper notice to Settlement Class Members before the applicable exclusion, objection, and Claim Form deadlines, and was the best notice practicable under the circumstances, fully comporting with due process and Fed. R. Civ. P. 23.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Dated: December 22, 2025

  
STEVEN WEISBROT

# **Exhibit A**



1650 Arch Street • Suite 2210 • Philadelphia PA 19103  
www.angeiongroup.com

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May 28, 2025

VIA USPS PRIORITY MAIL

United States Attorney General, California Attorney General & Appropriate Officials

**Re: Notice of Proposed Class Action Settlement**

Dear Counsel or Official:

Angeion Group, an independent claims administrator, on behalf of the defendant in the below-described action, hereby provides your office with this notice under the provisions of the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, to advise you of the following proposed class action settlement:

**Case Name:** *Steven Hernandez v. Radio Systems Corporation*

**Case No.:** 5:22-cv-01861 (District Court, C.D. California)

**Jurisdiction:** United States District Court for the Central District of California

**Date Settlement Filed with Court:** May 19, 2025

In accordance with the requirements of 28 U.S.C. § 1715, copies of the following documents associated with this action are available at <https://cafa.angeiongroup.com/>:

- 1. 28 U.S.C. § 1715(b)(1)-Complaint:** *The Class Action Complaint* was filed with the Court on October 21, 2022. *The Amended Class Action Complaint* was filed with the Court on January 4, 2023. *The Second Amended Class Action Complaint* was filed with the Court on March 20, 2023.
- 2. 28 U.S.C. § 1715(b)(2)-Notice of Any Scheduled Judicial Hearings:** There are currently no scheduled hearings for this case as of the date of this Notice.
- 3. 28 U.S.C. § 1715(b)(3)-Notification to Class Members:** The proposed *Long Form Notice*, *Email Notice*, *Postcard Notice*, *Media Notice*, and *Claim Form* were filed with the Court on May 19, 2025.

Notice of Proposed Class Action Settlement

4. **28 U.S.C. § 1715(b)(4)-Class Action Settlement Agreement:** *The Settlement Agreement, Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action Settlement and Providing for Notice, Plaintiff's Memorandum of Points and Authorities in Support of Motion for Preliminary Approval of Class Action Settlement and Providing for Notice, Declaration of Amber L. Schubert in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement and Providing for Notice, Declaration of Steven Weisbrot of Angeion Group, LLC Re: Angeion Qualifications & Proposed Notice Plan, [Proposed] Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement and Providing for Notice, and [Proposed] Final Approval Order and Judgment* were filed with the Court on May 19, 2025. All documents are available at <https://cafa.angeiongroup.com/>.
5. **28 U.S.C. § 1715(b)(5)-Any Settlement or Other Agreements:** Other than the Settlement Agreement, there are no other settlements or agreements made between the parties related to the proposed settlement.
6. **28 U.S.C. § 1715(b)(6)-Final Judgment:** As of the date of this Notice, no Final Judgment or notice of dismissal has been entered in this case.
7. **28 U.S.C. § 1715(b)(7)(B)-Estimate of Class Members:** The products that are the subject of the settlement are sold through retailers, distributors, and/or wholesalers. Class Counsel has requested retailers to provide the names and contact information for purchasers of the subject products in California during the class period, but that information has not been provided at this time. Moreover, class member awards are subject to information provided by the class members on the claim form. Accordingly, it is not feasible to provide the names of individual class members and/or the estimated proportionate share of the claims of such class members under 28 U.S.C. § 1715 (b)(7) at this time.
8. **28 U.S.C. § 1715(b)(8)-Judicial Opinions Related to the Settlement:** The Court has not issued a judicial opinion concerning the proposed settlement at this time. The [Proposed] Order Granting Preliminary Approval of Class Action Settlement is available at <https://cafa.angeiongroup.com/>.

Notice of Proposed Class Action Settlement

If you have any questions regarding the details of this notice, or if you need assistance accessing the CAFA website, please contact Angeion Group at:

**Angeion Group**

1650 Arch Street, Suite 2210

Philadelphia PA 19103

[www.angeiongroup.com](http://www.angeiongroup.com)

[info@angeiongroup.com](mailto:info@angeiongroup.com)

# **Exhibit B**

[REDACTED]

**From:** PetSafe Settlement Administrator <info@petsafesettlement.com>  
**Sent:** Friday, October 3, 2025 12:01 PM  
**To:** [REDACTED]  
**Subject:** Notice of Proposed Class Action Settlement with Radio Systems Corporation

[EXTERNAL]

[REDACTED]

**Notice ID:** [REDACTED]

**CONFIRMATION CODE:** [REDACTED]



*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 December 2, 2025.  
To Opt Out of, or Object to the Settlement, you must take action by December 2, 2025.

**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 January 26, 2026, at 9:00 a.m. PT to decide whether to approve the Settlement.
- **This notice is only a summary. You can learn more by scanning the QR code above, visiting [www.PetSafeSettlement.com](http://www.PetSafeSettlement.com) or calling toll-free 1-877-766-4150.**

**Use your personalized Notice ID and Confirmation Code at the top of this Email to submit your Claim Form today.**



**Submit Your Claim Today**  
[Click Here](#)

[Unsubscribe](#)

# **Exhibit C**



**From:** PetSafe Settlement Administrator <info@petsafesettlement.com>  
**Sent:** Wednesday, October 29, 2025 12:01 PM  
**To:** [REDACTED]  
**Subject:** Notice of Proposed Class Action Settlement with Radio Systems Corporation

[EXTERNAL]



**Notice ID:** [REDACTED]

**CONFIRMATION CODE:** [REDACTED]



*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 December 29, 2025.  
To Opt Out of, or Object to the Settlement, you must take action by December 29, 2025.

**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 January 26, 2026, at 9:00 a.m. PT to decide whether to approve the Settlement.
- **This notice is only a summary. You can learn more by scanning the QR code above, visiting [www.PetSafeSettlement.com](http://www.PetSafeSettlement.com) or calling toll-free 1-877-766-4150.**

**Use your personalized Notice ID and Confirmation Code at the top of this Email to submit your Claim Form today.**



**Submit Your Claim Today**  
[Click Here](#)

[Unsubscribe](#)

# **Exhibit D**

UNITED STATES DISTRICT COURT

for the

Central District of California

STEVEN HERNANDEZ, Individually and on Behalf of All Others Similarly Situated,

Plaintiff

v.

RADIO SYSTEMS CORPORATION,

Defendant

Civil Action No. 5:22-cv-01861-JGB-KK

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Amazon.com, Inc.

(Name of person to whom this subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See Exhibit A

Table with 2 columns: Place (Schubert Jonckheer & Kolbe LLP, Electronic Production, aschubert@sjk.law) and Date and Time (11/18/2023 5:00 PM PST)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: Place and Date and Time (empty)

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 10/19/2023

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Amber L. Schubert Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) Amber L. Schubert 2001 Union Street, Suite 200 San Francisco CA 94123, aschubert@sjk.law, 415-788-4220, who issues or requests this subpoena, are:

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 5:22-cv-01861-JGB-KK

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

I received this subpoena for *(name of individual and title, if any)* \_\_\_\_\_

on *(date)* \_\_\_\_\_ .

I served the subpoena by delivering a copy to the named person as follows: \_\_\_\_\_

\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the subpoena unexecuted because: \_\_\_\_\_

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc.:

**Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**

**(c) Place of Compliance.**

**(1) For a Trial, Hearing, or Deposition.** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
  - (i) is a party or a party's officer; or
  - (ii) is commanded to attend a trial and would not incur substantial expense.

**(2) For Other Discovery.** A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

**(d) Protecting a Person Subject to a Subpoena; Enforcement.**

**(1) Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

**(2) Command to Produce Materials or Permit Inspection.**

**(A) Appearance Not Required.** A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

**(B) Objections.** A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

**(3) Quashing or Modifying a Subpoena.**

**(A) When Required.** On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

**(B) When Permitted.** To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

**(C) Specifying Conditions as an Alternative.** In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

**(e) Duties in Responding to a Subpoena.**

**(1) Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

**(A) Documents.** A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

**(B) Form for Producing Electronically Stored Information Not Specified.** If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

**(C) Electronically Stored Information Produced in Only One Form.** The person responding need not produce the same electronically stored information in more than one form.

**(D) Inaccessible Electronically Stored Information.** The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

**(2) Claiming Privilege or Protection.**

**(A) Information Withheld.** A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

**(B) Information Produced.** If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

**(g) Contempt.**

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

## EXHIBIT A

Plaintiff Steven Hernandez filed a complaint against Radio Systems Corporation in the U.S. Central District of California based on allegations that the Company deceptively markets its electric shock pet training products (the “Shock Collar Products”) as safe and harmless, when in reality, these products are capable of causing serious harm to pets. *See Hernandez v. Radio Systems Corporation*, No. 5:22-cv-01861-JGB-KK (C.D. Cal). Pursuant to Rule 45 of the Federal Rules of Civil Procedure, Steven Hernandez requests that Amazon.com, Inc. [“Amazon”] produce for inspection and copying the documents and things described below at the offices of plaintiff’s counsel, Schubert Jonckheer & Kolbe LLP, 2001 Union St Ste 200, San Francisco, CA 94123, or by electronic means, within thirty (30) days hereof, or at such other time as agreed to by the parties.

### DEFINITIONS AND INSTRUCTIONS

1. “YOU(R)” means, unless otherwise specified, Amazon, its predecessors and successors in interest, its present and former officers, directors, subsidiary companies, employees, representatives, affiliates, and all other persons acting on its behalf.
2. “TIME PERIOD” refers to the period since October 2018.
3. “SHOCK COLLAR PRODUCTS” refers to the twenty-four training devices sold by defendant under the PetSafe® brand that operate by delivering an electric shock to pets.<sup>1</sup>

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<sup>1</sup> The Shock Collar Products are defined as the following twenty-four products sold under the PetSafe® brand: **(1) Wireless Fences**—Stay & Play® Wireless Fence with Replaceable Battery Collar; Stay & Play® Wireless Fence for Stubborn Dogs; Stay & Play® Compact Wireless Fence; Wireless Pet Containment System™; **(2) Pet Proofing Products**—Pawz Away® Mini Pet Barrier; Pawz Away® Indoor Pet Barrier; Pawz Away® Outdoor Pet Barrier; Pawz Away® Threshold Barrier; Indoor Radio Fence®; ScatMat®

4. “CUSTOMER(S)” means a customer of any kind, whether individual, business, organization, or other corporate entity, that purchased from YOU.

5. “CUSTOMER COMPLAINTS” means all communications initiated by consumers concerning the effects of the SHOCK COLLAR PRODUCTS on customers’ pets, including any psychological or physical effects. This definition includes but is not limited to writings posted on YOUR website, written complaints submitted privately to YOU, and transcripts from verbal communications between customers and YOUR agents.

6. “CUSTOMER PURCHASE INFORMATION” includes the following information for all persons who purchased one or more SHOCK COLLAR PRODUCTS from YOU: first and last name, phone number, email address, mailing address, name of the products purchased, number of products purchased, dates of purchase, and price paid for each product.

7. “DOCUMENTS” means recorded media in any form, including the original and all nonidentical copies and drafts, of any written, printed, electronically stored, magnetic, computerized, digital, analog, or optical information or records, and all information recorded by any other means, including accounts, agendas, agreements, analyses, announcements, archives, audio and video recordings, audits, authorizations, backups, booklets, books, brochures, calendars, charts, claims, compilations, contacts, correspondence, databases, directives, emails, faxes, film,

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Indoor Pet Training Mats; **(3) In-Ground Fences**—In-Ground Fence™; Stubborn Dog In-Ground Fence™; Elite Little Dog In-Ground Fence™; In-Ground Cat Fence™; YardMax® Rechargeable In-Ground Fence™; Basic In-Ground Fence™ System; Rechargeable In-Ground Fence™ System; YardMax® Cordless In-Ground Fence™; Classic In-Ground Fence™; Classic In-Ground Fence™, 2 Dog; (4) Bark Collars—Rechargeable Bark Control Collar; Lite Rechargeable Bark Collar; Bark Collar; Basic Bark Control Collar.

graphs, invoices, journals, ledgers, letters, manuals, maps, memoranda, minutes, notes, notices, photographs, policies, reports, schedules, spreadsheets, summaries, and tables.

8. “SALES DATA” means data concerning the sales of SHOCK COLLAR PRODUCTS for retail purposes. This data includes: (1) the promotional and non-promotional pricing of SHOCK COLLAR PRODUCTS, (2) the number of units of each product sold, and (3) the dollar value of each product sold.

9. “RETURN(S)” or “RETURNED” means a CUSTOMER who brought or sent back the SHOCK COLLAR PRODUCTS in exchange for a return, refund, exchange, or credit.

10. “REQUESTS” or “REQUESTED INFORMATION” means the INFORMATION which is demanded in these requests.

11. The responding party shall produce all REQUESTED INFORMATION in its possession, custody, or control or in the possession, custody, or control of its agents and representatives, including its attorneys and affiliates, and shall supplement its responses as necessary as additional information becomes available.

12. If any REQUESTED INFORMATION, or category thereof, cannot be produced in full, it shall be produced to the extent possible, indicating what items or portions thereof are being withheld and the reasons why they are being withheld.

13. If YOU object or claim any privilege applicable to any REQUEST, YOU shall, with respect to that REQUEST: (a) describe the legal basis for such objection and any privilege claimed with sufficient particularity so that a court could rule on the objection; (b) provide a description of the REQUESTED INFORMATION sufficient to identify it without revealing privileged information; (c) state the date(s) the REQUESTED INFORMATION was created, sent, and received; (d) Identify each and every author, sender, other person who prepared or

participated in the production of the REQUESTED INFORMATION; (e) Identify each and every person who received the REQUESTED INFORMATION; (f) Identify each and every person having custody or control of the REQUESTED INFORMATION and all copies thereof; and (g) Identify the present location of the REQUESTED INFORMATION.

14. YOU shall produce ESI in the *native* electronic form in which it is ordinarily created, viewed, modified, or otherwise maintained. ESI should be readily openable and viewable using the original software applications that created the files (e.g., word-processing documents should be produced in the word-processing format in which they were created and maintained in the ordinary course of business).

15. For ESI that YOU do not possess or control in *native* electronic form, ESI shall be produced in the following alternate forms: (a) ESI consisting primarily of text or numbers shall be produced in an industry-standard or widely used computer searchable text format (e.g., TXT, RTF, or DOCX); (b) ESI consisting primarily of images, including text documents for which YOU *only* possess a scanned image, shall be produced in an industry- standard image format (e.g., PDF, PNG, or JPG), and (c) ESI consisting primarily of audio or video recordings shall be produced in an industry-standard audio or video format (e.g., MP3, AAC, or WAV for audio recordings and MPEG-2 or MPEG-4 for video recordings).

16. SALES DATA maintained as ESI should *not* be converted to or produced as image files without consultation with plaintiff's counsel and their consent.

### **DOCUMENT REQUESTS**

1. All CUSTOMER COMPLAINTS dated within the TIME PERIOD defined above.

2. All CUSTOMER PURCHASE INFORMATION for all SHOCK COLLAR PRODUCTS purchased or shipped in the State of California during the TIME PERIOD defined above.

3. All monthly SALES DATA for the SHOCK COLLAR PRODUCTS sold in the State of California during the TIME PERIOD defined above and categorized by: (1) Product Name and (2) the Corresponding Universal Product Code (UPC).

4. All DOCUMENTS sufficient to identify the number of SHOCK COLLAR PRODUCTS that have been RETURNED to YOU, by year, within the State of California during the TIME PERIOD defined above.

5. All DOCUMENTS sufficient to identify each CUSTOMER in the State of California who RETURNED the SHOCK COLLAR PRODUCTS to YOU during the TIME PERIOD defined above.

6. All DOCUMENTS, including COMMUNICATIONS, relating to the reason(s) for the RETURNS identified in Requests No. 4 and 5 during the TIME PERIOD defined above.

Subject: Notice of Proposed Class Action Settlement with Radio Systems Corporation

Amazon is emailing you because our records indicate that you may have purchased a PetSafe e-collar in California through the Amazon.com store between October 2018 and October 2022. If so, you may be may be entitled to compensation in the pending class action lawsuit referenced below. Amazon is not a party to or otherwise involved in the class action lawsuit and is providing this notice pursuant to Court order. If you have questions, please contact Plaintiffs' counsel at (415) 788-4220 or [petsafe.settlement@sjk.law](mailto:petsafe.settlement@sjk.law).

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 **DECEMBER 2, 2025**. TO OPT OUT OF, OR OBJECT TO THE SETTLEMENT, YOU MUST TAKE ACTION BY DECEMBER 2, 2025.

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 January 26, 2026, at 9:00 a.m. PT to decide whether to approve the Settlement.
- \* This notice is only a summary. You can learn more by visiting [www.PetSafeSettlement.com](http://www.PetSafeSettlement.com) or calling toll-free 1-877-766-4150.

SUBMIT YOUR CLAIM TODAY.  
CLICK HERE: [www.PetSafeSettlement.com](http://www.PetSafeSettlement.com)

# **Exhibit E**



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

ID #: 7151



## Class Action Notice

Authorized by the U.S. District Court



**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 January 26, 2026, at 9:00 a.m. PT 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 1-877-766-4150.**

ID #: 7152

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

# Court-Approved Legal Notice



This is an important notice  
about a class action lawsuit.

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: [REDACTED]  
Confirmation Code: [REDACTED]



# **Exhibit F**



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

ID #: 7154



## 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 December 2, 2025. 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 January 26, 2026, at 9:00 a.m. PT 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 1-877-766-4150.**

ID #: 7155

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

# Court-Approved Legal Notice



This is an important notice  
about a class action lawsuit.

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Postal Service: Please do not mark barcode

Notice ID: [REDACTED]

Confirmation Code: [REDACTED]



# **Exhibit G**



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

ID #: 7157



## Class Action Notice

Authorized by the U.S. District Court



**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 January 26, 2026, at 9:00 a.m. PT 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 1-877-766-4150.**

ID #: 7158

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

# Court-Approved Legal Notice



This is an important notice  
about a class action lawsuit.

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: [REDACTED]

Confirmation Code: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

# **Exhibit H**



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

ID #: 7160



## 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 December 29, 2025. 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 January 26, 2026, at 9:00 a.m. PT 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 1-877-766-4150.**

ID #: 7161

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

# Court-Approved Legal Notice



This is an important notice  
about a class action lawsuit.

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Postal Service: Please do not mark barcode

Notice ID: [REDACTED]

Confirmation Code: [REDACTED]

[REDACTED]

# **Exhibit I**



**Angeion Group**

Sponsored ·



Did you purchase a PetSafe e-collar product in CA between 10/1/18 and 10/31/22? Then you may be entitled to compensation.

Did you  
purchase  
a PetSafe  
e-collar  
product in  
CA between  
10/1/18 and  
10/31/22?  
Then you may  
be entitled to  
compensation.


**LEARN MORE**



PETSAFESSETTLEMENT.COM

**PetSafe Settlement**

**Learn more**

 **Angeion Group**  
Sponsored ·   

Did you purchase a PetSafe e-collar product in CA between 10/1/18 and 10/31/22? Then you may be entitled to compensation.




Did you purchase a PetSafe e-collar product in CA between 10/1/18 and 10/31/22? Then you may be entitled to compensation.

[LEARN MORE](#)

[petsafesettlement.com](https://petsafesettlement.com)  
**PetSafe Settlement**  
Click here for more infor... [Learn more](#)

# **Exhibit J**

 angeion\_group  
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Did you purchase a PetSafe e-collar product in CA between 10/1/18 and 10/31/22? Then you may be entitled to compensation.


[LEARN MORE](#)

[Learn more](#)



angeion\_group PetSafe Settlement: Did you purchase a PetSafe e-collar product in CA between 10/1/18 and 10/31/22? Then you may be entitled to compensation.





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Sponsored ...



Did you purchase a PetSafe e-collar product in CA between 10/1/18 and 10/31/22? Then you may be entitled to compensation.

[LEARN MORE](#)

Learn more >

angeion\_group PetSafe Settlement: Did you purchase a PetSafe e-collar product in CA between 10/1/18 and 10/31/22? Then you may be entitled to compensation.

# **Exhibit K**



u/AngeionGroup Promoted



**Did you purchase a PetSafe e-collar product in CA between 10/1/18 and 10/31/22? Then you may be entitled to compensation.**



[petsafesettlement.com](https://petsafesettlement.com)

[Learn More](#)

# **Exhibit L**

## **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, October 3, 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 into a 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 December 2, 2025.

### **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 December 2, 2025. 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 December 2, 2025.

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

The Court will hold a fairness hearing on January 26, 2026 at 9:00 a.m. PT 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 877-766-4150.**

### **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 M**

LEGAL NOTICE

## **NOTICE OF CLASS ACTION SETTLEMENT**

**If you purchased a PetSafe e-collar in California between October 2018 and October 2022, you may be part of a class action settlement.**

### **A court authorized this Notice.**

This is not spam, an advertisement, or a lawyer solicitation.

A settlement has been reached in a class action lawsuit against Radio Systems Corporation (“RSC” or “Defendant”), alleging that Radio Systems Corporation made misleading statements and left out important information about the PetSafe e-collar products’ safety. The Court has not decided which side is right. Defendant denies any wrongdoing and denies that it violated any law. The Parties have agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

**Am I a Class Member?** 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 compensation. More information is available at [www.petsafesettlement.com](http://www.petsafesettlement.com).

**What can I get?** The settlement pays money to consumers who purchased certain Radio Systems’ e-collar products. Radio Systems Corporation, 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 [www.petsafesettlement.com](http://www.petsafesettlement.com).

**How do I get a payment?** You must submit a timely and properly completed Claim Form **no later than December 2, 2025**. You may request a claim form or submit one online at [www.petsafesettlement.com](http://www.petsafesettlement.com).

**What are my other options?** You may choose to exclude yourself from the Class by sending a letter to the Settlement Administrator no later than **December 2, 2025**. If you exclude yourself, you will not receive a settlement payment, but you keep any rights you may have to sue Corsair over the legal claims raised in the lawsuit. You and/or your lawyer also have the right to appear before the Court and/or object to the proposed Settlement. Your written objection must be filed no later than **December 2, 2025**. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at [www.petsafesettlement.com](http://www.petsafesettlement.com). If you file a claim or do nothing, and the Court approves the Settlement, you will be bound by all of the Court’s orders and judgments in this case. In addition, your claims relating to the allegations in this case against Corsair or any other Released Parties will be released.

**Who represents me?** The Court has appointed lawyers from Schubert, Jonckheer, & Kolbe LLP to represent the class. These attorneys are called “Class Counsel.” You will not be charged for these lawyers. 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 9:00 a.m. PT on January 26, 2026, at the George E. Brown, Jr. Federal Building and U.S. Courthouse, Courtroom 1, 3470 Twelfth Street, Riverside, CA 92501. At that hearing, the Court will: hear any objections to the fairness of the Settlement; determine the fairness of the Settlement; consider Class Counsel’s request for attorneys’ fees and costs; and decide whether to award the Class Representative up to \$10,000 each from the Settlement Fund for helping to bring and settle this case. Class Counsel will be paid from the Settlement Fund in an amount to be determined and awarded by the Court. Class Counsel will seek up to \$633,270 of the Settlement Fund in fees, as well as reimbursement of reasonable costs they sustained in litigating the case; 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.petsafesettlement.com](http://www.petsafesettlement.com), contact the Settlement Administrator by emailing [info@petsafesettlement.com](mailto:info@petsafesettlement.com), calling toll-free 1-877-766-4150. You may also email Class Counsel at [petsafe.settlement@sjk.law](mailto:petsafe.settlement@sjk.law).

# **Exhibit N**



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*

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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  
December 29,  
2025.

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>8</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? .....	9
<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: **December 29, 2025**

Settlement approval hearing: **January 26, 2026**

Your deadline to submit a claim form: **December 29, 2025**

# 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:** January 26, 2026 at 9:00 a.m. PT

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                  YardMax Rechargeable In-Ground Fence                  YardMax Cordless In-Ground Fence</p> <p><b>Wireless Fence Products</b>                  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>
---	---

## 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 \$30 for each Bark Collar Product, \$35 for each Barrier Product, \$90 for each In-Ground Fence Product, and \$140 for each Wireless 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
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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

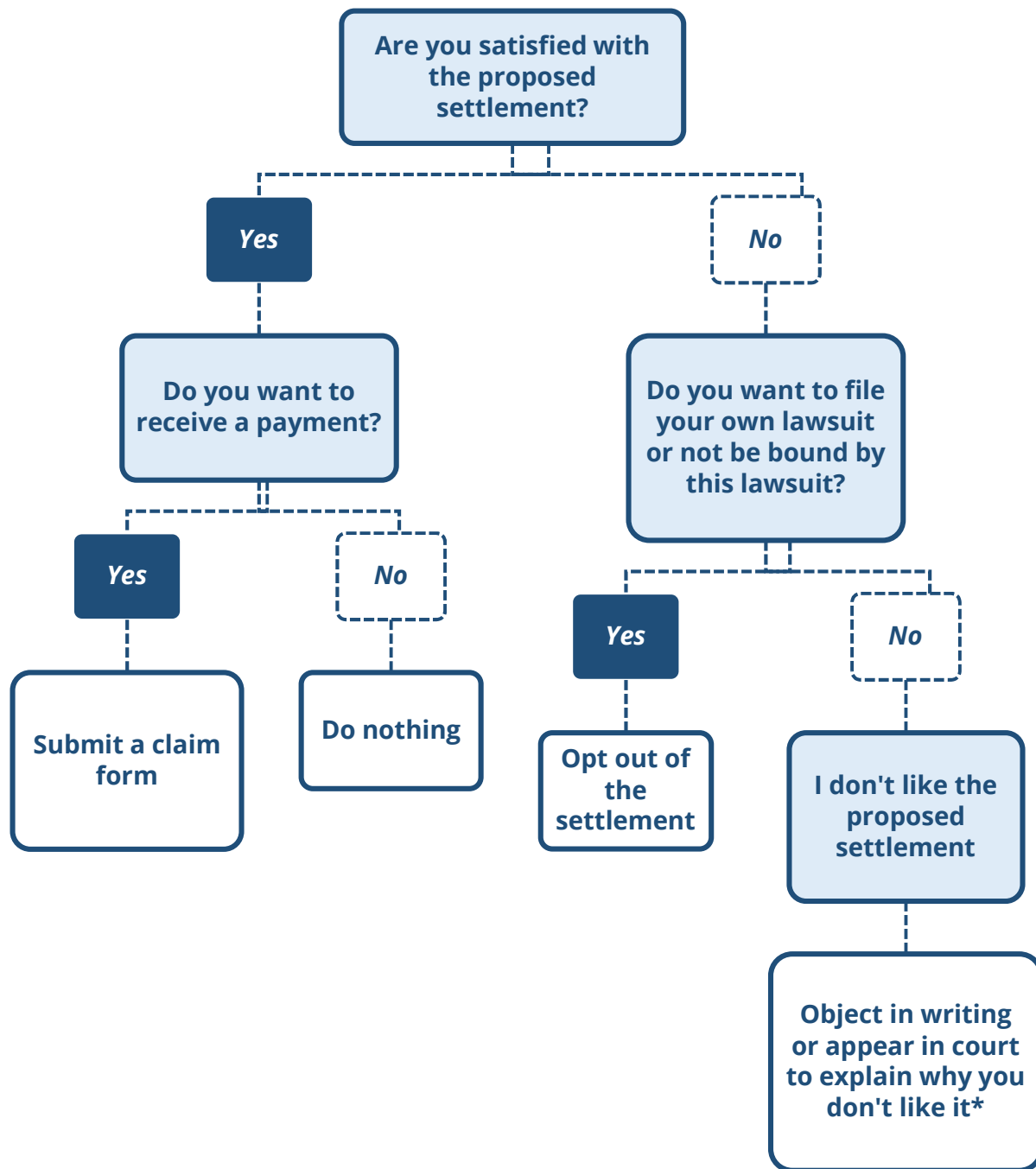
### How do I weigh my options?

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 Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

The deadline is December 29, 2025.

### 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 is 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 Administrator  
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 **December 29, 2025**. Opt out forms submitted by mail must be postmarked no later than **December 29, 2025**.

# 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 December 29, 2025;
- (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 [cagd.uscourts.gov](https://cagd.uscourts.gov) or by visiting the Clerk’s office of the Court (address below).

Resource	Contact Information
<b>Case website</b>	<a href="https://petsafesettlement.com">petsafesettlement.com</a>
<b>Settlement Administrator</b>	PetSafe Settlement Administrator 1650 Arch Street, Suite 2210 Philadelphia, PA 19103 (877) 766-4150 <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 94123

	<a href="mailto:petsafe.settlement@sjk.law">petsafe.settlement@sjk.law</a>
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- Please **do not contact** the Court with any questions related to the settlement.

<b>Court</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
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# **Exhibit O**

**Your claim must be submitted online or postmarked by: December 29, 2025**

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

**RSH  
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;
- 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.

Your claim must be submitted online or postmarked by: December 29, 2025

RSH CLAIM

CLAIM FORM

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: **PetSafe Settlement Administrator, 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).

**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.

<b>First Name</b>	<b>Last Name</b>	
<b>Street Address</b>		
<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Email Address</b>	<b>Telephone Number</b>	<b>Notice ID Number*</b>

*\*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.

Your claim must be submitted online or postmarked by: December 29, 2025

RSH CLAIM

CLAIM FORM

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;

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 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 P**

<b>Number</b>	<b>Name</b>	<b>Date Opt-Out Received</b>	<b>Date Opt-Out Postmarked</b>
1	KARA NAYLOR	10/03/2025	
2	FABIOLA FIERROS	10/03/2025	
3	LAURIE WARREN	10/06/2025	
4	JAMES S WICKSON	10/09/2025	
5	THOMAS CANTRELL	10/10/2025	
6	LES HARTZMAN	10/15/2025	
7	ELIZABETH TOLAN	10/15/2025	
8	HOLLY MOORE	10/16/2025	
9	REBECCA KLEMENTOWSKI	10/19/2025	
10	MICHAEL OZMORE	11/19/2025	
11	KIM SOUSA	11/20/2025	
12	CARLOS ROGERS	11/23/2025	
13	ABIGAIL SWAN	12/02/2025	
14	IWAN DON	12/08/2025	

1 Robert C. Schubert (No. 62684)  
Amber L. Schubert (No. 278696)  
2 Daniel L.M. Pulgram (No. 354569)  
**Schubert Jonckheer & Kolbe LLP**  
3 2001 Union Street, Suite 200  
San Francisco, CA 94123  
4 Tel: 415-788-4220  
5 Fax: 415-788-0161  
rschubert@sjk.law  
6 aschubert@sjk.law  
dpulgram@sjk.law

7 *Counsel for Plaintiff*

8  
9 IN THE UNITED STATES DISTRICT COURT

10 FOR THE CENTRAL DISTRICT OF CALIFORNIA

11  
12 STEVEN HERNANDEZ Individually  
13 and on Behalf of All Others Similarly  
14 Situated;

15 Plaintiff,

16 v.

17 RADIO SYSTEMS CORPORATION,

18 Defendant.

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

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

Date: January 26, 2026

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 (1)  
2 GRANTING Plaintiff's Motion for Preliminary Approval of Class Action Settlement  
3 (Dkt. No. 129); and (2) VACATING the August 25, 2025 Hearing, dated August 19,  
4 2025 ("Preliminary Approval Order"), on the motion of plaintiff Steven Hernandez for  
5 final approval of the proposed class action settlement with defendant Radio Systems  
6 Corporation ("RSC"). Due and adequate notice having been given of the Settlement as  
7 required by the Preliminary Approval Order, the Court having considered all papers filed  
8 and proceedings conducted herein, and good cause appearing therefor, it is hereby  
9 **ORDERED, ADJUDGED and DECREED** as follows:

10 1. This Final Approval Order and Judgment incorporates by reference the  
11 definitions in the Settlement Agreement, dated May 19, 2025, and all defined terms used  
12 herein that are defined in the Settlement Agreement have the same meanings ascribed to  
13 them in the Settlement Agreement.

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

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

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

21 All persons who purchased one or more of the following PetSafe  
22 products in the State of California between October 1, 2018 and  
23 October 31, 2022:

24 Stay & Play Wireless Fence with Replaceable Battery Collar; Stay & Play  
25 Wireless Fence for Stubborn Dogs; Stay & Play Compact Wireless  
26 Fence; Wireless Pet Containment System; Pawz Away Mini Pet Barrier;  
27 Pawz Away Indoor Pet Barrier; Pawz Away Outdoor Pet Barrier; In-  
28 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.

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

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

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

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

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

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

1 permanently enjoined from prosecuting any Released Claims against RSC in any court,  
2 administrative agency, arbitral forum, or other tribunal.

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

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

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

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

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

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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 fails 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 Judgment.

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.

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**IT IS SO ORDERED.**

**JUDGMENT ENTERED this \_\_\_\_\_.**

\_\_\_\_\_  
Hon. Jesus G. Bernal

# EXHIBIT 1

<b>Number</b>	<b>Name</b>	<b>Date Opt-Out Received</b>	<b>Date Opt-Out Postmarked</b>
1	KARA NAYLOR	10/03/2025	
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