

FAX FILE

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Attorneys for Plaintiff Lenard Miller

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF HUMBOLDT

LENARD MILLER, individually, and on behalf
of other members of the general public similarly
situated,

Plaintiff,

vs.

SPORTSMAN'S WAREHOUSE
SOUTHWEST, INC., a California corporation;
SPORTSMAN'S WAREHOUSE, INC., a Utah
corporation; SPORTSMAN'S WAREHOUSE
HOLDINGS, INC., a Delaware corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: CV2000279

Assigned to the Hon. Kelly L. Neel

~~PROPOSED~~ ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND MOTION
FOR ATTORNEYS' FEES, COSTS AND
EXPENSES, AND A CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENT

Date: July 9, 2021
Time: 10:30 a.m.
Place: Courtroom 4

FILED

JUL 09 2021 JC

SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

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1 conducted by Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and
2 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
3 adequate, and reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence
5 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
8 sufficient information about the nature and magnitude of the claims being settled, as well as the
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
10 which the Parties have agreed.

11 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
12 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
13 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
14 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
15 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
16 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
17 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
18 provides Class Members with fair and adequate relief.

19 9. The Settlement Agreement is not an admission by Defendants or by any other released
20 party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants or
21 any other released party. Neither this Order, the Settlement Agreement, nor any document referred to
22 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
23 as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against
24 Defendants or any of the other released parties.

25 10. Final approval shall be with respect to: All current and former California non-exempt
26 hourly employees of Defendants who worked at any time from February 21, 2016 through September
27 23, 2020.

28 11. Plaintiff Lenard "Alan" Miller is a suitable Class Representative and is hereby appointed

1 the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment and
2 commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement
3 Class, and that his interests are aligned with those of the Settlement Class.

4 12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of
5 \$10,000 for his service on behalf of the Settlement Class, and for agreeing to a general release of all
6 claims arising out of his employment with Defendants.

7 13. The Court finds that the attorneys at Capstone Law APC have the requisite
8 qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The
9 Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position
10 of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

11 14. The settlement of civil penalties under PAGA in the amount of \$100,000 is hereby
12 approved. Seventy-Five Percent (75%), or \$75,000, shall be paid to the California Labor and Workforce
13 Development Agency. The remaining Twenty-Five Percent (25%), or \$25,000, will be added to the Net
14 Settlement Amount.

15 15. The Court hereby awards \$708,333 in attorneys' fees and \$17,853.18 in costs and
16 expenses to Capstone Law APC.

17 16. The Court approves settlement administration costs and expenses in the amount of
18 \$19,000 to CPT Group, Inc.

19 17. All Class Members were given a full and fair opportunity to participate in the Approval
20 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
21 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
22 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
23 shall be forever binding on all Class Members who did not timely and properly opt out of the settlement.
24 These Class Members have released and forever discharged the Defendants for any and all Released
25 Claims.

26 **IT IS SO ORDERED.**

27 Dated: JUL 09 2021

JOHN T. FEENEY

for

Hon. Kelly L. Neel
Humboldt County Superior Court Judge

Page 4