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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN BERNARDINO**

11 KAYLA MILLIGAN, individually and on
12 behalf of all others similarly situated,

13 Plaintiffs,

14 vs.

15 CWI, Inc. d/b/a Camping World, a Kentucky
16 Corporation; and DOES 1-50, inclusive

17 Defendants.
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CASE NO. CIVDS2020159

Assigned to the Hon. David Cohn

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

Date: May 2, 2022
Time: 08:30 a.m.
Dept.: S-26

1 This matter came on for hearing on May 2, 2022 at 09:00 a.m. in Department S-26 of the
2 above-captioned court on the Plaintiff's Motion for Preliminary Approval of Class and PAGA
3 Action Settlement ("Motion"), upon the terms and conditions set forth in the Class and PAGA
4 Action Settlement Agreement and Release (hereinafter "Settlement Agreement").

5 The Court, having received and fully reviewed the Motion, the Memorandum of Points and
6 Authorities and Declarations filed in support thereof, the Settlement Agreement, including the
7 proposed Notice of Class Action and Private Attorney General Act ("PAGA") Settlement and
8 Hearing Date for Court Approval ("Notice"), and all supporting documents attached therein, and
9 taking note that Defendant CWI, Inc. (hereinafter, "Defendant" or "CWI") has not opposed the
10 Motion, the Court hereby **GRANTS** the Motion in its entirety; thus, granting preliminary approval
11 of the proposed settlement of the above-captioned action on a class-wide and PAGA-wide basis,
12 approving the manner and content of notice to the class and PAGA, and setting a final approval
13 hearing before the above-entitled court.

14 The Court finds that the proposed settlement appears fair, reasonable, and adequate; notice
15 of the proposed settlement should be sent to the class in the manner described herein; and a hearing
16 should be held after said notice is issued to determine if the Settlement Agreement and the proposed
17 Settlement are fair, reasonable, and adequate to the class and if an order granting final approval
18 should be entered in this action based upon the terms of the Settlement Agreement.

19 Having heard the argument of Counsel for the respective parties, and good cause appearing
20 therefore, the Court **HEREBY MAKES THE FOLLOWING DETERMINATIONS AND**
21 **ORDERS:**

22 1. This Order incorporates by reference the parties' Settlement Agreement and all
23 defined terms herein shall have the same meaning as set forth in the Settlement Agreement.

24 2. The Court finds on a preliminary basis that the Settlement between Plaintiff Kayla
25 Milligan ("Plaintiff" or "Milligan") and CWI appear to be within the range of reasonableness of a
26 settlement which could ultimately be given final approval by this Court. The Court preliminarily
27 finds that the terms of the Settlement are fair, reasonable, and adequate, pursuant to Section 382 of
28 the California Code of Civil Procedure. Accordingly, good cause appearing, the Court preliminarily

1 finds that the Parties entered into the settlement in good faith.

2 3. The Court hereby **GRANTS** preliminary approval of the terms and conditions
3 contained in the Settlement Agreement, which is attached to the Declaration of James Hawkins as
4 **Exhibit 1**, as to the class action and PAGA claim. The Court preliminarily finds that the terms of
5 the Settlement appear to be within the range of possible approval, pursuant to California Code of
6 Civil Procedure §§ 382, 384, *et seq.* and applicable law.

7 4. The Court hereby conditionally appoints James Hawkins, APLC, at 9880 Research
8 Drive, Suite 200 Irvine, California 92618, as Class Counsel for the Putative Class Members and
9 PAGA Releasees for settlement purposes. The Court finds that James Hawkins, APLC, is an
10 adequate representative for the Putative Class Members and has preliminarily established adequacy
11 to be appointed as Class Counsel. The Court also hereby conditionally appoints Plaintiff Kayla
12 Milligan as the Class Representative for the California Class Action.

13 5. The Court hereby **GRANTS** conditional certification of the provisional Class
14 Action, in accordance with the Settlement Agreement, for the purposes of this Settlement only. The
15 Class as identified in the Settlement is provisionally certified by this Order. The Class is defined as
16 all current or former hourly-paid or non-exempt employees of Defendant working in or at CWI
17 establishments in the state of California from July 8, 2016 through the Preliminary Approval hearing
18 date or up to when the Workweeks at Issue exceed 49,437 workweeks, whichever is earlier. All
19 class members who do not opt out of the Lawsuits are bound by the terms of the Settlement.

20 6. The Court finds on a preliminary basis that: (1) the Maximum Gross Settlement
21 Amount totaling **\$1,500,000.00** is fair, reasonable, and adequate to the Class Members, and the
22 PAGA Releasees, when balanced against the probable outcome of further litigation relative to class
23 certification, liability and damages issues, and potential appeals; (2) the significant informal
24 discovery, investigation, research, and litigation that have been conducted such that counsel for the
25 Parties at this time are able to reasonably evaluate their respective positions; (3) the settlement at
26 this time will avoid substantial costs, delay, and risks that would be presented by the further
27 prosecution of the Settled Lawsuits; and (4) the proposed Settlement Agreement was reached as the
28 result of intensive, serious, and non-collusive negotiations between the Parties. The Court notes that

1 Defendant has agreed to a non-reversionary Maximum Gross Settlement Amount of \$1,500,000.00.
2 Defendant will pay out the entirety of the Maximum Gross Settlement Amount to the Class Members
3 who do not opt out of the Settlement and PAGA Releasees, less deductions for attorneys' fees and
4 costs, the service payment, reasonable expenses of the third-party Settlement Administrator and the
5 LWDA for PAGA penalties.

6 7. The Court hereby preliminarily approves Class Counsel's request for attorneys' fees
7 in the amount of **\$500,000.00** and costs in the amount of **\$30,000.00** to be paid out of the Maximum
8 Gross Settlement Amount.

9 8. The Court hereby preliminary approves the PAGA Payment in the total amount of
10 **\$125,000.00**, 75% of which shall be paid to the State of California LWDA (**\$93,750.00**) and 25%
11 of which shall be distributed to *pro rata* to all PAGA Releasees (**\$31,250.00**).

12 9. The Court hereby appoints and authorizes the retention of ILYM Group, Inc. as the
13 Settlement Administrator for the purpose of the Settlement, with reasonable administration costs
14 estimated to be approximately **\$20,000.00**.

15 10. The Court hereby preliminarily approves the Service Award request in the amount
16 of **\$10,000.00** to Plaintiff Kayla Milligan to be paid out of the Maximum Gross Settlement Amount.

17 11. The Court hereby approves, as to form and content, the Class Notice attached as
18 **Exhibit "A"** to the Settlement Agreement. The Court finds that the proposed manner of the Notice
19 is adequate. The Court further finds that the Notice, along with the related notification procedure
20 contemplated by the Settlement Agreement, constitute the best notice practicable under the
21 circumstances and are in full compliance with the applicable laws and the requirements of due
22 process. The Court further finds that the Notice appears to fully and accurately inform the Putative
23 Class Members of all material elements of the proposed Settlement, of their right to be excluded
24 from the Settlement, and of their right and opportunity to object to the Settlement. The Notice
25 adequately advises the Class about: the class action; the terms of the proposed Settlement and the
26 benefits available to each Putative Class Member; each Putative Class Member's right to participate,
27 submit an Opt-Out or Objection to the proposed Settlement, and the timing and procedures for doing
28 so; the temporary and conditional certification of the Settlement Class for settlement purposes only;

1 preliminary Court approval of the proposed Settlement; timing and procedures for distributing the
2 Maximum Gross Settlement Amount, Individual Settlement Payments and PAGA Payments to the
3 Settlement Class Members, PAGA Releasees, and the LWDA; and the date of the Final Approval
4 Hearing as well as the rights of the Settlement Class to file documentation in support of or in
5 opposition to and appear in connection with said hearing. **ACCORDINGLY, GOOD CAUSE**
6 **APPEARING, THE COURT HEREBY APPROVES** the proposed Notice to be mailed to the
7 Putative Class Members and PAGA Releasees, as specifically described within the Settlement
8 Agreement.

9 12. The Court further **ORDERS** that within twenty (20) calendar days after receipt of
10 the Class List, the Settlement Administrator shall mail the Court-approved Notice to all Putative
11 Class Members. The Class Notice will be mailed via first class mail through the United States Postal
12 Service. The envelope containing the Class Notice will bear the following phrase in bold type, ¼
13 inch below the return address or ¼ inch above the addressee's address: RETURN SERVICE
14 REQUESTED. The envelope will also bear the following phrase in the bottom left hand corner:
15 IMPORTANT – CWI, INC. CLASS ACTION SETTLEMENT INFORMATION. PLEASE OPEN
16 IMMEDIATELY. The Notice and its envelope or covering will be marked to denote the return
17 address of the Settlement Administrator as set forth in the Notice.

18 13. The Court hereby approves the proposed procedure for Putative Class Members for
19 the California Class to request exclusion from the Class, which is to submit a written statement
20 requesting exclusion to the Settlement Administrator no later than the time period permitted under
21 the Settlement. Any Putative Class Member of the Class who submits a written exclusion shall not
22 be a member of that Class, shall be barred from participating in the Class component of the
23 Settlement, and shall receive no benefit from the Class component of the Settlement.

24 14. The Court hereby further **ORDERS** that the Settlement Administrator must
25 immediately serve the objections, disputes, or requests for exclusion on Class Counsel and Counsel,
26 as specifically described within the Settlement Agreement. Settlement Class Members do not have
27 to submit any Claim Forms since this is not a claims-made settlement.

28 15. The Court further **ORDERS** that each Settlement Class Member shall be given a full

1 opportunity to object to the Class component of the proposed Settlement and request for attorneys’
2 fees, and to participate at a Final Approval Hearing, which shall be held before the Honorable David
3 Cohn in **Department S-26 of the Superior Court of the State of California, County of San**
4 **Bernardino, which is located at the San Bernardino Justice Center, 247 West Third Street,**
5 **San Bernardino, CA 92415-0210 on _____, 2022 at 8:30 a.m.** During the Final
6 Approval Hearing, the Court will consider the fairness, adequacy and reasonableness of the
7 proposed Settlement preliminarily approved by this Order Granting Plaintiff’s Motion for
8 Preliminary Approval, to consider the application of Class Counsel for an award of attorneys’ fees,
9 costs, and class representative enhancement, and to determine whether said Settlement should be
10 finally approved by the Court. The Court, at its discretion, may adjourn or continue the Final
11 Approval Hearing without further notice to the Class Members.

12 16. The Court further **ORDERS** that all briefs and materials in support of an Order
13 Granting Final Approval and application for attorneys’ fees and costs and class representative
14 enhancement shall be filed with this Court no later than sixteen (16) court days before the date set
15 for the Final Approval Hearing.

16 17. The Court further **ORDERS** that to facilitate administration of this Settlement, all
17 Putative Class Members are hereby enjoined from filing or prosecuting any claims, cases, suits or
18 administrative proceedings regarding claims released by the Settlement unless and until such
19 Putative Class Members have submitted requests for exclusion with the Settlement Administrator.

20 18. The Court **ORDERS** in the event the Settlement does not become effective in
21 accordance with the terms of the Settlement Agreement, or if for any reason the Court does not
22 execute and file a Final Approval Order and Judgment, or is terminated, cancelled, or fails to become
23 effective for any reasons, the proposed Settlement subject to this Order and all evidence and
24 proceedings had in connection with the Settlement shall be null and void, shall be vacated, and the
25 Parties shall revert back to their respective positions as of before entering into the Settlement
26 Agreement.

27 19. The Court further **ORDERS** that, if for any reason the Court does not execute and
28 file an Order Granting Final Approval and Judgment, or if the Effective Date does not occur for any

1 reason whatsoever, the Settlement Agreement and the proposed Settlement which is the subject of
2 this Order and all evidence and proceedings had in connection therewith shall be without prejudice
3 to the status quo ante rights of the Parties to the litigation as more specifically set forth in the
4 Settlement Agreement.

5 20. The Court further **ORDERS** that, pending further order of this Court, all proceedings
6 in the Settled Lawsuit, except those contemplated herein and in the Settlement, are stayed, and all
7 deadlines are vacated.

8 21. The Court expressly reserves the right to adjourn or continue the date of the Final
9 Approval Hearing without further notice to the Putative Class Members and retains jurisdiction to
10 consider all further applications arising out of or connected with the proposed Settlement. The Court
11 retains jurisdiction to consider all further applications arising out of or connected with the
12 Settlement.

13 **IT IS SO ORDERED.**

14 Dated: _____, 2022

Honorable David Cohn
JUDGE OF THE SUPERIOR COURT