

JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
Christina M. Lucio, Esq. (#253677)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.:(949) 387-7200
Fax:(949) 387-6697
Email: James@jameshawkinsaplc.com
Email: Christina@jameshawkinsaplc.com

Attorneys for Plaintiff KAYLA MILLIGAN, individually and on behalf of all other similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

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

Plaintiff,

vs.

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

Defendant.

CASE NO. CIVDS2020159

Assigned to the Hon. David Cohn

**DECLARATION OF JAMES R.
HAWKINS IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

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

DECLARATION OF JAMES HAWKINS

I, James Hawkins, declare as follows:

1. I am an individual over the age of 18. I am a partner at the law firm of James Hawkins, APLC. I am one of the attorneys of record for Plaintiff Kayla Milligan (hereinafter referred to as “Plaintiff” or “Class Representative”), who filed this action on behalf of herself and the Class Members as defined herein. I submit this declaration in support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, which Plaintiff filed concurrently herewith, along with the supporting Memorandum of Points and Authorities. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

2. Attached hereto as Exhibit 1 is a true and correct copy of the executed Settlement Agreement which the Parties ask the Court to approve. Attached as Exhibit A to the Settlement Agreement is a true and correct copy of the Notice of Class Action Settlement which the Parties have requested the Court approve for sending to the Settlement Class.

3. On July 8, 2020, Plaintiff Milligan filed her class action complaint in the Superior Court of the State of California, for the County of San Bernardino (Case No. CIVDS2013999) alleging claims for (1) failure to pay wages; (2) failure to provide meal breaks as required; (3) failure to authorize/permit rest breaks; (4) failure to timely pay wages; (5) failure to provide accurate itemized wages statements; (6) failure to provide suitable seating; and (7) violation of California Business & Professions Code §§ 17200, *et seq.* (“Class Complaint”).

4. On September 9, 2020, the Class Action was removed to the United States District Court of California, Case No. 5:20-cv-01847-MWF-SHK.

5. Plaintiff Milligan submitted a PAGA notice to the LWDA on July 7, 2020, in accordance with the requirements of Labor Code section 2699.3(a). The PAGA notice alleged that Defendant had violated the various California Labor Code sections alleged in her class action complaint.

6. On September 22, 2020, Plaintiff filed a PAGA complaint in the Superior Court of the State of California, San Bernardino County, Case No. CIVDS2020159, in which she alleged the following causes of actions: (1) violation of California Labor Code sections 2698, *et seq.* (Private Attorney General

1 Act of 2004), which includes allegations of (a) failure to pay all wages owed, including minimum wage
2 and overtime, (b) failure to provide lawful meal periods or compensation in lieu thereof, (c) failure to
3 authorize or permit lawful rest periods or provide compensation in lieu thereof, (d) willful failure to provide
4 accurate semi-monthly itemized wage statements, (e) failure to pay all wages due upon separation of
5 employment, and (f) failure to provide suitable seating (hereinafter, “PAGA Complaint” or “PAGA
6 Action”).

7 7. Defendant timely filed answers to both complaints that generally and specifically denied
8 Plaintiff’s claims of wrongdoing as alleged, while asserting all applicable affirmative defenses, including a
9 defense that Milligan’s claims were subject to binding arbitration.

10 8. Defendant continues to deny, each and every material allegation, dispute, and claim raised
11 in the underlying actions. Defendant has at all times denied, and continues to deny, all of these allegations,
12 and denies any and all liability for Plaintiff’s claims. Defendant further denies that Plaintiff’s allegations are
13 appropriate for class, and/or representative treatment for any purpose other than for settlement purposes
14 only.

15 9. On December 28, 2021, the Parties filed a Joint Stipulation to File First Amended
16 Complaint (“FAC”) and consolidate the Class Action and PAGA Action, which was granted by the Court
17 on December 30, 2021. The FAC consolidated the PAGA Complaint and Class Complaint into one
18 Operative Complaint for purposes of this Settlement. The FAC and all allegations and causes of action
19 were deemed denied by Defendant, and Defendant was not required to file an Answer or any other
20 responsive pleading to the FAC. The FAC related back to Plaintiff’s original complaint filed on July 8,
21 2020 with regards to all applicable claims. Similarly, the FAC related back to Plaintiff’s PAGA LWDA
22 letter submitted on July 7, 2020 with regards to all Private Attorney General Act claims.

23 10. Plaintiff filed a First Amended Complaint in the present matter adding the class claims
24 from the Class Complaint with the PAGA claims in the present matter. The amended class action
25 complaint was filed on January 7, 2022.

26 11. On March 8, 2021, Plaintiff filed a single-plaintiff discrimination and wrongful termination
27 action, entitled *Kayla Milligan v. CWI, Inc. and Jerry Lopez*, in Shasta County Superior Court, Case No.
28 196840, alleging twelve individual causes of action including: (1) Sex/Gender Discrimination; (2)

1 Sex/Gender Harassment; (3) Assault; (4) Battery; (5) Pregnancy Discrimination; (6) Disability
2 Discrimination; (7) Failure to Accommodate; (8) Failure to Engage in the Interactive Process; (9) Failure to
3 Prevent Discrimination, Harassment, and Retaliation; (10) Retaliation in violation of Cal. Gov't Code
4 §12940; (11) Wrongful Termination; and (12) Retaliation in violation of Cal. Gov't Code §12945.2
5 (hereinafter the "Individual Complaint"). The Parties did not settle, nor did they attempt to settle, the claims
6 in Plaintiff's Individual Complaint.

7 12. On June 17, 2021, in an effort to resolve Plaintiff's claims and to keep litigation costs to a
8 minimum, and after engaging in informal discovery, the Parties attended a full mediation session with Jeff
9 Ross, an experienced wage and hour class action and PAGA-action mediator to resolve the Class Action
10 and PAGA Action. On the day of the mediation, after an 11-hour day of arms-length negotiations, the
11 Parties reached an agreement to settle all of the claims alleged in Plaintiff's PAGA Complaint and the Class
12 Action Complaint. The process was so adversarial, however, the Parties were unable to reach an
13 agreement regarding the Memorandum of Understanding ("MOU") the day of the mediation and needed
14 an additional day of negotiations and requesting that Mr. Ross submit a mediator's proposal before an
15 MOU was signed by the Parties. At all times, the Parties' negotiations were adversarial and non-collusive.

16 13. Prior to mediation, Plaintiff's Counsel conducted a thorough investigation into the
17 factual and legal issues implicated by Plaintiff's claims and were able to objectively assess the
18 settlement's reasonableness. For example, prior to filing the action, Plaintiff contacted Plaintiff's
19 Counsel to discuss the factual bases for pursuing their actions against Defendant for Labor Code
20 violations. Plaintiff was intimately familiar with Defendant's labor policies and practices, and over
21 the course of multiple interviews, knowledgeably summarized those policies and practices to
22 Plaintiff's Counsel. During those conversations, Plaintiff explained how the policies and practices
23 were instituted and provided valuable insight into how they gave rise to the alleged Labor Code
24 violations. Based on these interviews with Plaintiff, Plaintiff's Counsel determined that there were
25 legally sufficient grounds for pursuing the Actions against Defendant. And in preparation for
26 drafting the complaints, Plaintiff's Counsel conducted their own independent preliminary
27 investigations into the factual bases for Plaintiff's claims, which entailed, *inter alia*, a careful
28 examination of Plaintiff's personnel files and associated records.

1 14. In response to Plaintiff's informal discovery requests, Plaintiff's Counsel received a
2 considerable amount of documents and data, including Plaintiff's time sheets, earnings statements,
3 and acknowledgements, employee demographic data, time and pay records, a payroll calendar,
4 postings from the location, and Defendant's policies and procedures manuals which covered a
5 broad range of topics including, *inter alia*, employee clock-in policies and procedures, attendance
6 policies, meal periods/rest periods, overtime & premium pay, etc. and sampled time and pay
7 records. Defendant also provided substantial information concerning the total number of potential
8 class members, the payroll data at issue, and the applicable hourly rates, workweeks and pay
9 periods, and other summary data related to the alleged class. The Parties have conducted
10 themselves in informed, good faith arms-length negotiations after conducting discovery and
11 exchanging extensive evidence and information about the claims and defenses of this lawsuit
12 through informal discovery, and engaging in pre-mediation discussions, telephone conferences,
13 and correspondence all aimed at settling their dispute. The document and data exchanges allowed
14 Plaintiff's Counsel to fully assess the nature and magnitude of the claims being settled, as well as
15 the impediments to recovery, and ultimately enabled Plaintiff's Counsel so as to make an
16 independent assessment of the reasonableness of the settlement's terms.

17 15. In summary, Class Counsel performed a thorough investigation into the claims at
18 issue, which included: (1) determining Plaintiff's suitability as private attorney general and class
19 representative through interviews, background investigations, and analyses of her employment
20 files and related records; (2) evaluating all of Plaintiff's potential representative claims; (3)
21 engaging in informal discovery, which included production of Defendant's timekeeping, meal
22 period and rest break policies; documents evidencing Defendant's handbooks, policies and
23 procedures for managing payment for all hours worked, meal periods and rest breaks; and other
24 relevant information, including Plaintiff's personnel and payroll file; (4) exchanging documents,
25 data, and information based on electronic time and pay records for the Putative Class Members to
26 determine the number of current and former putative class members who worked during the
27 relevant time period, the total number of workweeks at issue, the average hourly rate for the
28 putative class and aggrieved employees; (5) researching similar wage and hour class actions as to

1 the claims brought, the nature of the positions, and the type of employer; (6) analyzing employees'
2 time, pay, and wage records; (7) reviewing Defendant's employment policies and practices; (8)
3 researching settlements in similar cases; (9) evaluating Plaintiff's claims and estimating
4 Defendant's liability for purposes of settlement; (10) drafting the mediation brief; and (11)
5 participating in the mediation.

6 16. By engaging in such a thorough investigation and evaluation of Plaintiff's claims,
7 Class Counsel can opine that the Settlement, for the consideration and on the terms set forth in
8 the Settlement Agreement, is fair, reasonable, an adequate, and is in the best interests of Class
9 Members in light of all known facts and circumstances, including the risk of significant delay and
10 uncertainty associated with litigation, and various defenses asserted by Defendant.

11 17. Defendant categorically denies all of the above-mentioned assertions and
12 allegations raised in and in support of the claims in the Class and PAGA Actions. To that end,
13 Defendant has denied and continues to deny each, and all of the allegations, claims, and
14 contentions alleged by the Plaintiff in the Class and PAGA Actions. Defendant has expressly
15 denied and continues to deny all charges of wrongdoing or liability against it arising out of any of
16 the conduct, statements, acts or omissions alleged in the Class and PAGA Actions. Defendant
17 contends that it complied in good faith with wage and hour laws and has dealt legally and fairly
18 with Plaintiff and putative class members. Defendant further denies that, for any purpose other
19 than settling the Class and PAGA Actions, these claims are appropriate for class or representative
20 treatment. To date, no class has been certified and no court has made any findings that Defendant
21 engaged in any wrongdoing or in any wrongful conduct, or otherwise acted improperly or in
22 violation of any law, rule or regulation with respect to any of the issues presented in this action.
23 Nonetheless, the Parties have concluded that further proceedings in the Class and PAGA Actions
24 would be protracted and expensive and that it is desirable that the Class and PAGA Actions be
25 fully and finally settled in the manner and upon the terms and conditions set forth in this
26 Settlement in order to dispose of burdensome and protracted litigation, to permit the operation of
27 Defendant's business without further expensive litigation and the distraction and diversion of its
28 personnel with respect to matters at issue in the Class and PAGA Actions. Defendant has also

1 taken into account the uncertainty and risks inherent in any litigation, especially in complex cases
2 such as the Class and PAGA Actions. Defendant has, therefore, determined that it is desirable and
3 beneficial to it that the Class and PAGA Actions be settled in the manner and upon the terms and
4 conditions set forth in Settlement.

5 18. Defendant operates retail stores throughout California. Plaintiff worked as a non-
6 exempt employee performing various tasks relating to Defendant's retail business.

7 19. The Parties were represented by experienced class action counsel throughout the
8 negotiations resulting in this Settlement. Plaintiff is represented by James Hawkins, APLC. Class
9 Counsel employs seasoned class action attorneys who regularly litigate wage and hour claims
10 through certification and on the merits, and have considerable experience settling wage and hour
11 class actions. Defendant is represented by Littler Mendelson P.C., a respected and seasoned
12 defense firm.

13 20. In preparation for the mediation, Plaintiff's counsel reviewed the entirety of the
14 documents and information produced with the assistance of an expert. The information had to be
15 extrapolated and processed to create a damages model. The evidence and information gathered and
16 reviewed by counsel provided a factual framework for a comprehensible and reliable damage
17 model pertaining to all Settlement Class Members. The mediation included discussions and
18 examination of the proposed Class and the Parties' respective positions on the legal and factual
19 issues raised in the Complaint.

20 21. As a result of the mediation, the Parties agreed to settle this matter for a Maximum
21 Gross Settlement Amount of \$1,500,000.00. The Class consists of all current and former hourly-
22 paid or non-exempt employees employed by Defendant within the State of California at any time
23 from July 8, 2016 to the Preliminary Approval Date, or up to when the Workweeks at Issue exceed
24 49,437 workweeks, whichever dates occurs first. It is estimated that there are approximately 662
25 Class Members.

26 22. Counsel for the Parties investigated the applicable law as applied to the facts
27 discovered regarding the claims of Plaintiff, Defendant's defenses thereto and the damages
28 claimed by Plaintiff on behalf of the Settlement Class. Plaintiff's counsel balanced the terms of

1 the proposed Settlement against the risk of litigation and probable outcome at the class
2 certification stage, and if any Class were certified, at trial. Based on their own respective
3 independent investigations and evaluations, and after taking into account the sharply disputed
4 factual and legal issues involved in this matter, the risks attending further prosecution of the case,
5 Defendant's defenses, the potential applicability of arbitration agreements, and the monetary
6 benefits received under the Settlement, Plaintiff's counsel is of the opinion that Settlement for the
7 consideration and on the terms set forth in the Settlement Agreement is fair, reasonable and
8 adequate and is in the best interests of Plaintiff and the Class.

9 23. I believe that the consideration and terms set forth in the Settlement Agreement are
10 fair, reasonable, and adequate and are in the best interests of the Settlement Class in light of all
11 known facts and circumstances, including the various defenses asserted by Defendant, and
12 numerous potential appellate issues. In addition, the prospect of a potential adverse summary
13 judgment ruling, as well as the uncertainty of class certification, the difficulties of complex
14 litigation, the lengthy process of establishing specific damages and various possible delays and
15 appeals, were also carefully considered in agreeing to the proposed Settlement.

16 24. The Total Gross Settlement Amount includes, without limitation, attorneys' fees of
17 one-third of the Maximum Gross Settlement Amount (estimated at \$500,000.00) ("Attorneys'
18 Fees") plus litigation costs according to proof not to exceed \$30,000.00; (3) class representative
19 service payment not to exceed \$10,000 to Plaintiff ("Service Payment"); (4) all settlement
20 administration fees and costs, including those of the Settlement Administrator not to exceed
21 \$20,000.00 ("Claims Administration Fees"); (5) Penalties paid pursuant to PAGA in the amount
22 of \$125,000.00 of which seventy five percent (75%) or \$93,750.00 will be paid the LWDA¹ and
23 twenty five percent (25%) or \$31,250.00 will be distributed pro rata to all PAGA Releasees and (5)
24 all payroll taxes and all other applicable taxes, excluding the employer's portion of the payroll
25 taxes ("Payroll Taxes"). This is a non-reversionary settlement. After deductions, the Net

26 _____
27 ¹ The Motion for Preliminary approval along with a copy of the Settlement Agreement was filed
28 with the LWDA February 16, 2022

1 Settlement Amount is estimated to be approximately \$815,000.00. The average award is
2 estimated to be approximately \$1,231.12 per Class Member.

3 25. Fairness of the Settlement is demonstrated by the uncertainty and risks to Plaintiff
4 involved both in not prevailing on one or more of the causes of action or theories alleged in the
5 operative Complaint and in non-certification, and if successful, Defendant's dispute of the ability
6 of Plaintiff to maintain certification in this case. Defendant also argued it maintained lawful
7 written policies that were provided to the class members. Yet, despite the defenses proffered by
8 Defendant, the proposed Settlement commits Defendant to pay each Class Member a portion of
9 the NSA. The amount to be paid to the Class is fair, adequate and reasonable given the significant
10 risk to Plaintiff and the Class in continuing with the litigation and not prevailing on their claims at
11 class certification or at trial or not being paid anything even if trial was successful.

12 26. The predominant claims in this action arise from alleged violations of California
13 law with respect to Defendant's failure to provide meal periods and permit and authorize rest
14 periods, failing to pay overtime at the correct rate, and failing to pay all wages earned at
15 termination. Plaintiff alleges that these practices resulted directly from the implementation and
16 enforcement of Defendant's own policies and practices.

17 27. Defendant argued that it complied with applicable law at all times and that its
18 applicable policies and procedures were legally complaint. Defendant argued that it properly paid
19 overtime as required by law and factored in all required sums and those sums that were not
20 factored into the regular rate were discretionary. Defendant argued that to the extent a meal or rest
21 period was missed, late or short, it was a matter of individual preference and the existence of a
22 violation could not be determined without an evaluation of the circumstances of each instance.
23 Defendant argued that these issues were accordingly not ripe for certification. Defendant further
24 argued that the employees were not performing any work during the meal periods and that the
25 employees were required to take a meal period and let Defendant know if they did not take a meal
26 period. With regard to final payment of wages, Defendant argued that as a matter of policy and
27 practice, wages were timely paid in connection with termination. Defendant contended that any
28 anecdotal evidence to the contrary constituted a one-off situation but was not indicative of any

1 wide-spread policy or practice. With regard to Plaintiff's seating claims, Defendant contended
2 that it provided seats and resting areas in accordance with law.

3 28. The Labor Code section 203 claim was also uncertain given the defenses asserted for
4 the underlying meal and rest break claims and as a lack of evidence of the "willfulness" prong
5 necessary for a Labor Code § 203 claim. Further, California's Second District Court of Appeals
6 in *Gustavo Naranjo, et al. v. Spectrum Security Services, Inc.* held that unpaid premium wages for meal
7 break violations do not entitle employees to additional remedies under the California Labor Code for
8 inaccurate wage statements or waiting time penalties. Class Counsel recognized these risks of an
9 adverse finding on certification as to these claims.

10 29. Defendant's time keeping records, payroll records, and review other relevant data
11 points, were analyzed to come up with a damage model to determine Defendant's exposure.

12 30. Class certification was somewhat uncertain given the numerous hurdles necessary
13 under the California Supreme Court decision in *Brinker Restaurant Corp. v. Superior Court*.
14 Plaintiff also considered Defendant's arguments that subsequent decisions citing and relying on
15 the U.S. Supreme Court decision in *Wal-Mart v. Dukes*, 564 U.S. 338 (2011) arguably made it
16 more difficult to certify a class in this case based upon the need to demonstrate that common
17 issues are superior and could be dealt with in "one stroke" and that the "trial by formula" (*Duran*
18 *v. U.S. Bank* (2014) 59 Cal.4th 1172) could not satisfy such requirements based upon due process
19 grounds. However, Plaintiff disagreed that the subsequent decisions citing *Walmart*, applied to the
20 facts in this case. Additionally, Plaintiff believes the cases denying certification are distinguishable
21 and that the facts in this case are more akin to the facts in cases where certification had been
22 granted, Class Counsel recognize the risk of an adverse finding on certification and considered and
23 weighed this risk in determining to settle and compromise these claims. Lastly, Plaintiff believe
24 the decisions in *Sav-On Drug Stores, Inc. v. Sup. Ct.*, (2004) 34 Cal. 4th 319, 340 and *Bell v*
25 *Famers Ins. Exchange*, (2004) 115 Cal. App. 4th 715 provide the applicable framework for class
26 certification trial by formula plans. See also *Duran v. Superior Court*, 2014 Cal. LEXIS 5569
27 (Cal. Aug. 13, 2014).

28 31. Further, beyond the risk of an adverse ruling on the merits or certification, Class

1 Counsel considered the fact that continued litigation would likely take years and would be
2 extremely expensive given the breadth and complexity of the claims. In this case, post-trial and
3 appellate proceedings are likely to occur, which will surely drag the case far into the future even
4 with a positive trial result. When facing a distant and unsure resolution of the allegations in this
5 action, the swift, sure and substantial Settlement is all the more reasonable. Avoiding such costly
6 litigation in favor of more immediate benefits to the Class was a consideration favoring settlement.
7 Given these realities, it is highly likely that the future expense of this litigation, and its likely
8 duration if the settlement is not approved, would be significant and weigh heavily in favor of
9 approval of this settlement.

10 32. The GSA is well within the acceptable range of reasonableness for the claims of the
11 Settlement Class Members. After analysis and review of Defendant' time and pay record
12 production and other payroll data with Plaintiff's expert, Class counsel estimates the overall
13 maximum value of the claims exclusive of PAGA to be approximately \$3.68 million should
14 Plaintiff prevail at the class certification stage and at trial and survive any appeals. Plaintiff
15 estimated the total maximum liability including PAGA (at \$100 for a single violation throughout
16 the PAGA period) to be approximately \$6.8 million. There are an estimated 45,617 workweeks
17 and 23,444 pay periods during the class period, approximately 205,398 shifts, and approximately
18 11,411 pay periods during the PAGA Period. Based upon the expert review of the overtime wages
19 paid, the value of the failure to pay wages including overtime claim due to failure to pay the
20 correct regular rate was **\$128,059**. Defendant owe class members in premium wages **\$3,039,673**
21 **for missed rest periods** (\$14.93 avg. regular rate x 203,595 eligible shifts). Defendant owe class
22 members in premium wages **\$510,158.65 for missed meal periods** (\$14.93 avg. regular rate x
23 35,105 violations- \$13,959 paid). Defendant owe to class members **\$926,100 in wage statement**
24 **violations**. Defendant owe to class members **\$993,979.68 in waiting time penalties** (292
25 employees x 7.6 hours per day x 30 days x \$14.93 avg hourly rate). Defendant owe to class
26 members **\$1,141,100 in PAGA penalties** (11,411 pay periods x \$100). If PAGA penalties were
27 stacked and subsequent violation rates applied, Plaintiff estimated the overall maximum value of
28

1 the PAGA claims (including LC 226.3) to be approximately \$15.35 million at \$100/\$200 and
2 \$250/\$1000 for LC 226.3.

3 33. Based on these figures, taking into account the risks associated with continued
4 litigation and certification, and differences in the Parties' estimates of violation rates, Plaintiff
5 estimated that the total realistic liability for the crux of Plaintiff's claims was approximately \$ 3.8
6 million. Thus, the \$1.5 million settlement is approximately 39.5% of the realistic liability or 22%
7 of the maximum total liability. Thus, I respectfully submit that the settlement is well within the
8 ballpark of reasonableness.

9 34. As a result, the GSA of \$1,500,000 represents a reasonable recovery. The proposed
10 GSA is within the "ballpark of reasonableness" and should be approved. Counsel for Plaintiff
11 believe that this is a fair and reasonable Settlement in light of the complexities of the case, the
12 state of the law and uncertainties of class certification and litigation, the policies and practices
13 Defendant has had in place or implemented during the purported liability period, and the benefit to
14 be recovered for the Class. Given the risks inherent in litigation, this settlement is fair, adequate,
15 and reasonable and is in the best interests of the Settlement Class, and should be preliminarily
16 approved.

17 35. Based on the estimated Net Settlement Amount of \$815,000, provides on average
18 each Settlement Class Member with approximately \$1,231.12 per Class Member. The highest
19 amount a Settlement Class Member will receive is approximately \$4812.16 (292 weeks). To the
20 extent any amount for Attorneys' Fees, Costs, Claims Administration Costs or Enhancements are
21 not awarded, the difference in those amounts will be added to the NSA. This is a guaranteed
22 amount of money paid to Settlement Class Members now, rather than the continued risk of further
23 litigation and receiving no money sometime in the far future and after trial and appeals.

24 36. The Class Representative has provided extensive supporting documents and
25 assisted Class Counsel in developing information necessary to litigate and settle this case. Plaintiff
26 also conducted record review and consultation with counsel in preparation for discovery and
27 eventual mediation, and to assist in evaluating and proving the claims. The settlement provides for
28 a Payment to be paid to the Class Representative in the amount of \$10,000 subject to Court

1 approval. The purpose is to compensate the Class Representatives an additional enhanced
2 payment, taking into consideration the risks, time, effort and expenses incurred in coming forward
3 to provide invaluable information and negotiate and litigate this matter on behalf of all Settlement
4 Class Members who otherwise, would probably not file their own individual claims to recover
5 what may be relatively low damages. Further, the Payment of \$10,000.00 as a Service Payment to
6 the Class Representative is a very fair and justified as part of the Settlement based on the risks
7 Plaintiff has taken and benefits conferred upon the Settlement Class.

8 37. Class certification, as requested by the Parties for the purposes of the settlement
9 only, should be granted because Plaintiff allege that the proposed Settlement Class Members'
10 claims all stem from the same alleged conduct, i.e., that Defendant violated California law because
11 they: (1) failed to pay all wages earned; (2) failed to provide rest periods and meal periods; (3)
12 failed to timely pay wages; (4) failed to provide suitable seats; and (5) engaged in unfair
13 competition. In addition to compensatory damages and penalties, Plaintiff and the Settlement
14 Class seek restitution, attorneys' fees, costs, and interest. Under these specific circumstances, the
15 commonality requirement for class certification is satisfied. The typicality requirement for
16 certification is also met as it is alleged that the Class Representatives and the proposed Settlement
17 Class were subjected to similar violations based upon similar conduct, policies and practices.

18 38. The adequacy requirement for certification is also met. The Class Representative
19 and Class Counsel have prosecuted this action vigorously on behalf of the Settlement Class. The
20 Class Representative will receive a reasonable award for the time and effort spent assisting Class
21 counsel with factual issues surrounding the case. Other than this specific payment to the Class
22 Representative, all of the Settlement Class Members will receive a proportionate share of the
23 NSA, as detailed above provided they do not exclude themselves. Further, all PAGA Members
24 during the PAGA Period will receive their pro rata share of PAGA Penalties. As a result, there is
25 no conflict of interest between the Class Representative and the Settlement Class Members.
26 Further, the NSA will be fairly distributed among Participating Class Members, and no
27 "settlement allocation" questions will be raised.

28 39. Common questions of law and fact predominate over individual questions and

1 class-wide treatment of this dispute is superior to individual litigation. Plaintiff alleges that the
2 proposed Settlement Class in this case is sufficiently cohesive, since all Settlement Class Members
3 share a common nucleus of facts and potential legal remedies, and since all of the Settlement Class
4 Members and the Class Representatives seek compensation for unpaid wages and other civil and
5 statutory penalties from Defendant for the allegations described in the Complaints. Common
6 questions about compensation or lack thereof for work performed by Settlement Class Members
7 and the Settlement Class Members' potential legal remedies are identical. The alternative method
8 of resolution is individual claims for relatively small amounts of damages, but individual cases
9 would be uneconomical for potential plaintiffs because the cost of litigation dwarfs potential
10 recovery. Therefore, a class action is the preferred method of resolution.

11 40. The class notice plan here calls for the Settlement ILYM Group, Inc.. to mail a
12 Notice of Proposed Class Action Settlement to all known and reasonably ascertainable Settlement
13 Class Members based on Defendant' records. Further, the Settlement Administrator will conduct a
14 skip-trace and use all reasonable efforts to locate Settlement Class Members and will re-mail all
15 returned envelopes with forwarding addresses. The notice is consistent with the class certification
16 notices approved by numerous state and federal courts, and is the best notice practicable under
17 circumstances of this case. The proposed Settlement Class Members are ascertainable because all
18 of the Settlement Class Members have worked for Defendant during the Class Period and can be
19 identified through Defendant' records. To the best of my knowledge, neither party or its counsel
20 owns or is affiliated with ILYM.

21 41. The Notice also fulfills the neutrality requirement. It summarizes the proceedings
22 to date and the terms and conditions of the Settlement in an informative and coherent manner, and
23 is accurate, objective, and understandable to Settlement Class Members, as is required under
24 prevailing precedent. The Notice clearly states the Settlement does not constitute an admission of
25 liability by Defendant and recognizes the Court has not ruled on the merits. It also states the final
26 settlement approval decision has yet to be made. The Notice also clearly instructs the Settlement
27 Class Members on how to object or exclude themselves from the Settlement. Therefore,
28 Settlement Class Members will have the option to participate or exclude themselves simply by

1 following the instructions in the notice. The Settlement Class consists of primarily of non-exempt
2 employees who speak English and were involved in retail functions. Thus, the Notice of Class
3 Action Settlement is drafted in a manner that is likely to be readily understood by the Settlement
4 Class. Accordingly, the Notice complies with the standards of fairness, completeness and
5 neutrality required of a Notice of Class Action Settlement. The Notice therefore is neutral,
6 objective and understandable.

7 42. I have a great deal of experience in wage and hour class action litigation. I have
8 obtained certification of several classes, I have been approved as class counsel in many other
9 wage/hour class actions, and I am currently litigating numerous others. Although not an all-
10 inclusive list, over the years I have prosecuted the following class action matters as lead and/or co-
11 lead counsel, all of which implicated similar law and facts to those associated with this action:

12 a. *Aguilar v. 7-Eleven, Inc., et. al.*, Orange County Superior Court- Case No.: 30-
13 2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking premium
14 wages for meal period and rest periods and resultant penalties. Class
15 Notice pending.

16 b. *Carey, et. al. v. Arthur J. Gallagher, et. al.*, USDC, SOUTHERN DISTRICT- Case
17 No.: 09-cv-0168. Wage and Hour Class action seeking past wages of overtime for mis-
18 classification of insurance claims adjusters employed by Gallagher Bassett, a third
19 party administrator (TPA) in the State of California. Certification granted. Plaintiffs'
20 counsel co-lead counsel. Case settled, Final Approval granted, no objections and funds
21 fully distributed.

22 c. *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-08-
23 04554. Wage and Hour Class Action case seeking past wages for "off the clock",
24 overtime and meal and rest break violations for production workers in the State of
25 California. Plaintiffs' Counsel appointed as Lead Counsel. Case settled, Final Approval
26 granted, no objections and funds fully distributed.

27 d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
28 Wage and Hour Class Action case seeking past wages for meal and rest period

1 violations for retail employees in the State of California. Plaintiffs' counsel appointed
2 co-lead counsel. Case settled, Final Approval granted, no objections and funds fully
3 distributed.

4 e. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case No.
5 SACV08-00412. Wage and Hour Class Action case seeking past wages for meal and
6 rest period violations for retail employees in the State of California. Plaintiffs' Counsel
7 appointed as Lead Counsel. Case settled, Final Approval granted, no objections and
8 funds fully distributed.

9 f. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles County
10 Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past wages
11 for overtime, meal and rest break violations for driver employees in the State of
12 California. Settlement for "binding arbitration." Arbitration Award for Plaintiff Class.
13 Arbitration Award confirmed. Plaintiffs' counsel, lead trial counsel and class counsel.

14 g. *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County Superior
15 Court, Case No. BC 357912. Wage and Hour Class Action seeking past wages for
16 overtime, meal and rest breaks violations for production employees in the State of
17 California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval
18 granted, no objections and funds fully distributed.

19 h. *Acosta v. Fleetwood Travel Trailers of California, Inc., et al.*, Riverside County
20 Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past
21 wages for overtime, meal and rest break violations for production employees in the
22 State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final
23 Approval granted, no objections and funds fully distributed.

24 i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293.
25 Wage and Hour Class Action seeking past wages for unlawful deductions, meal and
26 rest break violations for restaurant employees in the State of California. Plaintiffs'
27 counsel appointed as lead counsel. Case settled, Final Approval granted and funds fully
28 distributed.

1 j. *Padron v. Universal Protection Service, et al*, Orange County Superior Court, Case
2 No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal
3 and rest break violations for security officers in the State of California. Plaintiffs'
4 counsel appointed as co-lead counsel. Case settled, Final Approval granted, no
5 objections and funds fully distributed.

6 k. *Martinez v. Securitas Security Services USA, et al.*, Santa Clara Superior Court,
7 Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action
8 seeking past wages for meal and rest break violations for security officers employed by
9 defendant in the State of California. Plaintiffs' counsel and co-counsel. Case settled,
10 Final Approval granted and funds fully distributed.

11 l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.*, Riverside Superior Court,
12 Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime,
13 meal and rest break violations for housekeepers employed by defendant in the State of
14 California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval
15 granted, no objections and funds fully distributed.

16 m. *Ruiz, et al. v. Unisource Worldwide, Inc., et al.*, USDC, CENTRAL DISTRICT,
17 Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal and
18 rest period violations for non-exempt employees employed by defendant in the state of
19 California. Case settled. Awaiting Preliminary Approval hearing. Plaintiff has
20 petitioned the Court for Lead Counsel.

21 n. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL
22 DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past wages
23 for field and branch employees of defendant in the State of California. Plaintiffs'
24 counsel appointed as lead counsel. Case settled and awaiting Final Approval.

25 o. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case No.
26 05CC00128. Wage and Hour Class Action seeking past wages for restaurant
27 employees of defendant in the State of California. Plaintiffs' counsel appointed as lead
28 counsel. Case settled, Final Approval granted, no objections and funds fully

distributed.

p. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court, Case No. 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest break violations for security guards employed by defendant in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

q. *Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.*, Los Angeles Superior Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal and rest break violations for production employees employed by defendant in the State of California. Plaintiff counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

r. *McMurray v. Dave and Busters, Inc.*, et al., Orange County Superior Court, Case No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and rest break violations for restaurant employees employed by defendant in the State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

s. *Osuna v. DFG Restaurants, Inc.*, et al., Los Angeles Superior Court, Case No. BC 330145. Wage and Hour Class Action seeking past wages of overtime for misclassification of managers employed by Defendant, DBA Carl's Jrs. in the State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

t. *Burns v. Gymboree Operations, Inc.*, et al., San Francisco Superior Court, Case No. CGC-07-461612. Wage and Hour Class Action seeking past wages for meal and rest break violations for retail employees employed by defendant in the State of California. Plaintiffs' counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

u. *Willems v. Diedrich Coffee, Inc.*, et al., Orange County Superior Court, Case No. 07CC00015. Wage and Hour Class Action seeking past wages of overtime for mis-

1 classification of managers employed by Defendant in the State of California. Plaintiffs'
2 counsel appointed lead counsel. Case settled, Final Approval granted, no objections
3 and funds fully distributed.

4 *v. Davila, et al. v. Beckman Coulter, Inc., et al.*, Orange County Superior Court, Case
5 No. 07CC01347. Wage and Hour Class Action seeking past wages for overtime, meal
6 and rest break violations for production workers employed by defendant in the State of
7 California. Plaintiffs' counsel appointed lead counsel. Case settled; final approval
8 granted; no objections and funds fully distributed.

9 *w. Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles Superior Court,
10 Case No. BC387088. Wage and Hour Class Action seeking past wages for overtime,
11 meal and rest period violations for production employees employed by defendant in the
12 State of California. Plaintiff counsel appointed as lead counsel. Case settled, Final
13 Approval granted, no objections and funds fully distributed.

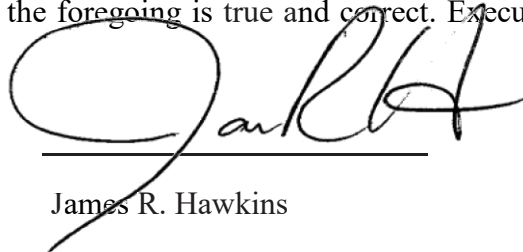
14 43. Here, the Parties' agreement to pay Class Counsel Fees of 33.33% of the GSA is
15 reasonable. My firm and I have been the only counsel to represent Plaintiff the Settlement Class in
16 this matter, and we have borne the entire risk and cost of this litigation on a pure contingency fee
17 basis. The legal issues raised drew significantly upon our experience and the extensive review and
18 analysis of documents and information by me and others at my firm. In a complex action such as
19 this, the proposed attorneys' fees are, at the very least, on the low side of the market rate for
20 contingency fees.

21 44. Additional hours will be required due to the administration of the Settlement by Class
22 Counsel, administration of the Settlement, and preparation for final approval, the attorneys' fees
23 exceed the requested amounts. To the extent the Court would like to receive detail regarding the
24 hours our firm has invested in this matter as Class Counsel, we will provide this information to the
25 Court in advance of the final approval hearing. Plaintiff' counsel will file a motion for attorneys'
26 fees and costs to be heard concurrently with the motion for final approval in accordance with the
27 terms of the settlement agreement.

28 45. Despite the complexity of the case, Class Counsel has, through the investment of

1 substantial effort and the resources of my law firm been able to secure an outstanding settlement
2 on behalf of the Settlement Class. Plaintiff would have faced substantial legal and factual
3 obstacles in demonstrating that class certification was appropriate. Plaintiff would also have been
4 required to establish a significant amount of witness testimony, pattern and practice evidence,
5 statistical evidence, sampling evidence, expert testimony, and other evidence in order to present
6 their case both at the class certification stage and trial. Defendant vigorously contested liability,
7 the amount of claimed damages, and the propriety of class certification, and would have continued
8 to do so through trial. Accordingly, I believe the Settlement to be fair, reasonable, and adequate
9 and in the best interests of the Settlement Class. The fairness and adequacy of the Settlement is
10 confirmed by all known facts and circumstances, including the risk of significant delay and
11 uncertainty associated with litigation, the various defenses asserted by Defendant, and numerous
12 potential appellate issues.

13 I declare under penalty of perjury that the foregoing is true and correct. Executed on February
14 16, 2022 at Irvine, California.



James R. Hawkins

EXHIBIT 1

CLASS AND PAGA ACTION SETTLEMENT AGREEMENT AND RELEASE

***Kayla Milligan*, on behalf of herself and the putative California class members and the
“aggrieved employees” under the Private Attorneys General Act (“PAGA”)**

v.

CWI, Inc. d/b/a Camping World, et al.

IT IS HEREBY STIPULATED AND AGREED that the Parties to this settlement agreement (hereinafter, “Settlement Agreement” or “Agreement”) are **(1) defendant CWI, Inc. d/b/a Camping World** (“CWI” or “Defendant”) and **(2) plaintiff Kayla Milligan** (“Plaintiff”). Collectively, the Defendant and Plaintiff are the “Parties” of the Settled Lawsuits (as defined below).

This Settlement Agreement encompasses two pending lawsuits, *KAYLA MILLIGAN, on behalf of herself and all others similarly situated v. CWI, Inc. d/b/a Camping World*, Case No. 5:20-cv-01847-MWF-SHK in the United States District Court, Central District of California (hereinafter known as the “Class Action”), and *Kayla Milligan, and on behalf of the general public as private attorneys general v. CWI, Inc. d/b/a Camping World*; Case No. CIVDS2020159 in San Bernardino Superior Court (hereinafter, the “PAGA Action”). The Class Action and the PAGA Action will hereinafter be referred to collectively as the “Settled Lawsuits.”

This Settlement Agreement is subject to the approval of the Court, pursuant to California Civil Code of Procedure, California Labor Code section 2699, or Rule 23(e) of the Federal Rules of Civil Procedure, 28 U.S.C. § 1711 *et seq.*, and is made for the sole purpose of attempting to consummate settlement of the Settled Lawsuits on a class-wide and representative basis subject to the following terms and conditions. As detailed below, in the event the Court does not enter an order granting approval of the Private Attorneys General Act (“PAGA”) Settlement, as defined below, final approval of the Class Settlement, as defined below, or the conditions precedent are not met for any reason, this Settlement Agreement is void and of no force or effect whatsoever.

Subject to the approval of the Court, the Settlement of the Settled Lawsuits and Released Claims (as defined below) shall be effectuated upon and subject to the following terms and conditions in this Settlement Agreement. The Parties agree that the Settled Lawsuits shall be, upon approval by the Court, ended, settled, resolved, and concluded without any admission of fault or liability, as set forth in this Settlement Agreement and for the consideration set forth herein, including but not limited to a release of claims by Settlement Plaintiffs (as defined below) as set forth herein.

1. FACTUAL BACKGROUND AND NATURE OF ACTION

1.1. CWI, Inc. operates recreational vehicle (“RV”) parts and accessories retail stores at eleven sites across California, and over 160 locations nationwide. CWI’s retail stores have been staffed by various categories of employees, which were compromised of hourly and non-

exempt positions that were that were active during the applicable Settlement Period (as defined below). Defendant classifies its hourly and non-exempt employees pursuant to state wage laws. Plaintiff is a former hourly and non-exempt employee who allege various wage and hour violations on behalf of herself, allegedly “aggrieved employees,” and the putative class for the state of California.

1.2. On July 8, 2020, Plaintiff filed a class action complaint in the Superior Court of the State of California, for the County of San Bernardino, Case No. CIVDS2013999, in which she alleged (1) Failure to Pay Wages, (2) Failure to Provide Meal Periods As Required, (3) Failure to Provide Rest Periods as Required, (4) Failure to Pay Timely Wages, (5) Failure to Provide Accurate Itemized Wage Statements, (6) Failure to Provide Suitable Seating, and (7) Violation of California Business & Professions Code §§ 17200, *et seq.* (“Class Complaint”).

1.3. On September 9, 2020, the Class Action was removed to the United States District Court, Central District of California, Case No. 5:20-cv-01847-MWF-SHK.

1.4. On September 8 2020, Defendant timely filed an answer that generally and specifically denied Plaintiff’s claims of wrongdoing as alleged in the Class Complaint (“Class Action Answer”), while asserting all applicable affirmative defenses, including a defense that Plaintiff’s claims were subject to binding arbitration, and continues to deny, each and every material allegation, dispute, and claim raised in the Class Complaint.

1.5. On September 22, 2020, Plaintiff filed a PAGA complaint in the Superior Court of the State of California, San Bernardino County, Case No. CIVDS2020159, in which she alleged the following causes of actions: (1) Violation of California Labor Code sections 2698, *et seq.* (Private Attorney General Act of 2004), which includes allegations of (a) Failure to Pay All Wages Owed, Including Minimum Wage and Overtime, (b) Failure to Provide Lawful Meal Periods or Compensation in Lieu Thereof, (c) Failure to Authorize or Permit Lawful Rest Periods or Provide Compensation in Lieu Thereof, (d) Willful Failure to Provide Accurate Semi-Monthly Itemized Wage Statements, (e) Failure to Pay All Wages Due Upon Separation of Employment, and (f) Failure to Provide Suitable Seating (hereinafter, “PAGA Complaint”). The PAGA Complaint includes alleged violations of California Labor Code Sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.* applicable IWC Wage Orders and California Code of Regulations, Title 8 section 11000 *et seq.*

1.6. On November 18, 2020, Defendant timely filed an answer that generally and specifically denied Plaintiff's claims of wrongdoing as alleged in the PAGA Complaint, while asserting all applicable affirmative defenses, and continues to deny, each and every material allegation, dispute, and claim raised in the PAGA Complaint.

1.7. On or about November 2, 2020, to keep litigation costs to a minimum, the Parties agreed to attend mediation on June 17, 2021 before mediator Jeff Ross. They further agreed to engage in an informal exchange of documents and stipulated that Defendant would not file a Motion to Compel Arbitration in response to Plaintiff's Class Complaint. The Parties entered a joint stipulation memorializing the above-mentioned agreement ("Stipulation"), which was filed with the United States District Court, Central District of California on November 20, 2020 and granted that same day (Dckt Nos. 14, 15).

1.8. On January 27, 2021, the Parties filed a Joint Stipulation to Continue Case Management Conference following with the San Bernardino County Superior Court, requesting to move the Case Management Conference, scheduled for February 3, 2021, until after the June 17, 2021 mediation. The Court ordered the Case Management Conference to be rescheduled.

1.9. Plaintiff contends that common evidence would establish that all non-exempt and/or hourly employees were subjected to unlawful wage practices, rendering the Settled Lawsuits amenable to a class and PAGA trial.

1.10. Defendant categorically denies all of the above-mentioned assertions and allegations raised in and in support of the claims in the Settled Lawsuits. To that end, Defendant has denied and continues to deny each, and all of the allegations, claims, and contentions alleged by the Plaintiff in the Settled Lawsuits. Defendant has expressly denied and continues to deny all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts or omissions alleged in the Lawsuits. Defendant contends that it complied in good faith with wage and hour laws and has dealt legally and fairly with Plaintiff and putative class members. Defendant further denies that, for any purpose other than settling the Settled Lawsuits, these claims are appropriate for class or representative treatment. Nonetheless, the Parties have concluded that further proceedings in the Settled Lawsuits would be protracted and expensive and that it is desirable that the Lawsuit be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement in order to dispose of burdensome and protracted litigation, to permit the operation of Defendant's business without further expensive litigation and

the distraction and diversion of its personnel with respect to matters at issue in the Settled Lawsuits. Defendant has also taken into account the uncertainty and risks inherent in any litigation, especially in complex cases such as the Settled Lawsuits. Defendant has, therefore, determined that it is desirable and beneficial to it that the Settled Lawsuits be settled in the manner and upon the terms and conditions set forth in this Stipulation.

1.11. The Parties engaged in informal discovery and exchange of information based on a random sampling of electronic time and pay data for the putative class members and aggrieved employees, records for putative class members, and documents in the Settled Lawsuits about *inter alia*: the number of current and former putative class members and aggrieved employees who worked during the relevant time periods; the total number of former putative class members and aggrieved employees that ended their employment with Defendant during the relevant time periods; the total number of workweeks at issue during the Settlement Period and the PAGA Settlement Period; the total number of pay periods at issue during the relevant time periods; the average hourly rate and regular rate for the putative classes and aggrieved employees; Defendant's timekeeping policies, including meal period and rest break policies; documents evidencing Defendant's policies and procedures for managing payment for all hours worked, including meal periods and rest breaks; CWI's employee handbook, IWC Wage Orders posted at all CWI sites; photos of all California and federal postings; payroll calendars; and other relevant information, including Plaintiff's personnel file, earning statements, and time records.

1.12. On March 8, 2021, Plaintiff filed a single-plaintiff discrimination and wrongful termination action, entitled *Kayla Milligan v. CWI, Inc. and Jerry Lopez*, in Shasta County Superior Court, Case No. 196840, alleging twelve individual causes of action including: (1) Sex/Gender Discrimination; (2) Sex/Gender Harassment; (3) Assault; (4) Battery; (5) Pregnancy Discrimination; (6) Disability Discrimination; (7) Failure to Accommodate; (8) Failure to Engage in the Interactive Process; (9) Failure to Prevent Discrimination, Harassment, and Retaliation; (10) Retaliation in violation of Cal. Gov't Code §12940; (11) Wrongful Termination; and (12) Retaliation in violation of Cal. Gov't Code §12945.2 (hereinafter the "Individual Complaint").

1.13. On April 26, 2021, Defendant CWI timely filed an Answer that generally and specifically denied Plaintiff's claims of wrongdoing as alleged in the Individual Complaint, while asserting all applicable affirmative defenses, including a defense that Plaintiff's claims were

subject to binding arbitration, and continues to deny, each and every material allegation, dispute, and claim raised in the Individual Complaint.

1.14. On June 25, 2021, Plaintiff and CWI came to a Joint Stipulation and Agreement to Arbitrate the Individual Complaint and Plaintiff submitted the matter to binding arbitration before the American Arbitration Association.

1.15. On June 17, 2021, after engaging in informal discovery, the Parties attended a full mediation session with Jeff Ross, an experienced wage and hour class action and PAGA-action mediator to resolve the Class Action and PAGA Action. On the day of the mediation, after an 11-hour day of arms-length negotiations, the Parties reached an agreement to settle all of the claims alleged in Plaintiff's PAGA Complaint and the Class Action Complaint. The Parties did not settle, nor did they attempt to settle, the claims in Plaintiff's Individual Complaint.

1.16. On June 18, 2021, the Parties engaged in another day of arms-length negotiations, and with the assistance by Jeff Ross, entered into a Memorandum of Understanding ("MOU") summarizing the terms of the Class Settlement and PAGA Settlement. The MOU is incorporated herein by this reference. This MOU is intended to and shall be fully enforceable pursuant to the terms of California Code of Civil Procedure section 664.6 and/or applicable federal law counterpart.

1.17. The Parties accepted the MOU, reaching agreement on the terms of a class- and PAGA-wide settlement that, once approved by the Court, shall resolve the Settled Lawsuits in their entirety, and shall settle all claims running through preliminary approval. The Parties intend this Settlement Agreement to bind all Settlement Plaintiffs, which necessarily include Plaintiff and Settlement Class Members.

1.18. The Parties believe this settlement is a fair, adequate and reasonable settlement of the Settled Lawsuits and have arrived at this settlement and Settlement Agreement after lengthy, extensive arms-length negotiations, facilitated by an experienced wage and hour class action mediator, taking into account all relevant factors, present and potential. This Settlement Agreement shall not be construed in favor of or against any of the Parties because of their participation in the drafting of this Settlement Agreement.

1.19. It is the desire and intention of the Parties that this Settlement Agreement shall, fully, finally, and forever completely settle, compromise, release, and discharge any and all Plaintiff's Released Claims (as defined below).

1.20. It is the desire and intention of the Parties that this Settlement Agreement shall, for each Settlement Class Member, fully, finally, and forever completely settle, compromise, release, and discharge any and all Settlement Class Members' Released Claims (as defined below).

1.21. Class Counsel has conducted a thorough investigation of the claims that Plaintiff asserted against Defendant in these Settled Lawsuits and/or that relate to or could have arisen out of the same facts alleged in the Settled Lawsuits or relating to the employment of the Plaintiff and members of the Putative Class and aggrieved employees, including both asserted and unasserted claims. Based on their independent investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration of and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate, and is in the best interest of Plaintiff, and all Settlement Plaintiffs in light of all known facts and circumstances, including the risk of delay, defenses asserted by Defendant, and numerous potential certification and appellate issues.

1.22. Plaintiff, on behalf of herself and the Putative Class, along with Defendant, and subject to the approval of the Court, stipulate that the case will be compromised and settled pursuant to the terms and conditions set forth in this Settlement Agreement and that after the date of the Court's final approval of this Settlement Agreement, judgment shall be entered, subject to the continuing jurisdiction of the Court as set forth below, subject to the recitals set forth above which by this reference become an integral part of this Settlement Agreement, and subject to the following definitions, terms and conditions:

2. **DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings specified below. To the extent the terms or phrases used in this Settlement Agreement are not specifically defined below, but are defined elsewhere in this Settlement Agreement, they are incorporated by reference into this definition section.

2.1. **"Class Members"** means all current and former hourly-paid or non-exempt employees employed by Defendant within the State of California at any time during the Settlement Period.

2.2. **"Class Counsel,"** means James Hawkins APLC at 9880 Research Drive, Suite 200 Irvine, California 92618, and any attorney(s) associated with the law firm.

2.3. **“Class Notice”** means the Notice of Settlement as set forth in the form of **Exhibit A** attached hereto, or as otherwise approved by the Court, which is to be mailed to Settlement Class Members and PAGA Releasees.

2.4. **“Class Settlement”** means the non-PAGA portion of this Settlement and release of class claims is subject to the Court’s preliminary and final approval.

2.5. **“Class Representative”** means Plaintiff Kayla Milligan.

2.6. **“Complaints”** refers to the PAGA Complaint and Class Complaint, and any subsequently amended complaint filed in these Settled Lawsuits, including the contemplated amended complaint to be filed in the PAGA Action to add the Class Action (the “Operative Complaint”).

2.7. **“Court”** means Honorable David Cohn in Department S-26 of the San Bernardino County Superior Court.

2.8. **“Defendant”** means CWI, Inc. d/b/a Camping World.

2.9. **“Defendant’s Counsel,” “Defense Counsel,” or “Counsel for Defendant,”** means Littler Mendelson, P.C. and any attorney(s) associated with the law firm.

2.10. **“Effective Date”** means the date the Court has entered a Final Approval Order and Judgment, and the time for appeal from the Court’s Final Order and Judgment has expired (with no appeal having been filed), unless objections are filed which are not subsequently withdrawn prior to a ruling on final approval, in which case the Effective Date is **two days** after the expiration of the appeals period, or in the event appeals are filed, the Effective Date is the date on which the appeals are disposed of in the Parties’ favor, dismissed or otherwise resolved in a manner that upholds the settlement in its entirety and are no longer subject to review by any court, whether by appeal, petition for rehearing or re-argument, petition for review, or otherwise. Should any appeal not result in approval of the Parties’ Settlement Agreement as described herein, the Settlement shall be void *ab initio* and of no further force or effect, and the Parties shall be returned in all respects to their respective positions. The effective date of the PAGA Settlement portion of this Settlement Agreement, including the release of the PAGA Claims, shall be the date the approving Court has approved the PAGA Payment and release of the PAGA Claims set forth in this Settlement Agreement. In the event an appeal, writ, motion challenging the judgment or other collateral attack is made, the Settlement Funds shall not be distributed until the challenge is resolved in a manner that upholds the Settlement in its entirety. This definition presumes that the

Settlement Agreement has been signed by the Parties and Class Counsel, the Court has entered the Preliminary Approval Order for the Class Settlement and Order Approving PAGA Settlement and the Settlement Agreement in its entirety, and that the Class Notice has been mailed to the Putative Class Members as ordered by the Court in this Settlement Agreement.

2.11. **“Employee’s Taxes and Required Withholdings”** means the employee’s share of any and all applicable federal, state or local payroll taxes, including those collected under authority of the Federal Insurance Contributions Act (“FICA”), FUTA and/or SUTA on the portion of the Individual Settlement Payment that constitutes wages. The Employee’s Taxes and Required Withholdings will be withheld from and paid out of the Net Settlement Fund.

2.12. **“Employer Taxes”** means and refers to the employer’s share of corporate federal, state and/or local payroll taxes, including Medicare taxes, Social Security taxes, federal unemployment taxes, state unemployment insurance taxes, and employment training taxes, that is owed on the Individual Settlement Payment that constitutes wages, and if applicable, any portion of the Service Award that constitutes wages. The Employer Taxes shall be paid separate and apart from the Maximum Gross Settlement Amount.

2.13. **“Individual Complaint”** means the claims alleged in Plaintiff’s March 8, 2021 action entitled *Kayla Milligan v. CWI, Inc. and Jerry Lopez*, filed in Shasta County Superior Court, Case No. 196840, alleging twelve individual causes of action including: (1) Sex/Gender Discrimination; (2) Sex/Gender Harassment; (3) Assault; (4) Battery; (5) Pregnancy Discrimination; (6) Disability Discrimination; (7) Failure to Accommodate; (8) Failure to Engage in the Interactive Process; (9) Failure to Prevent Discrimination, Harassment, and Retaliation; (10) Retaliation in violation of Cal. Gov’t Code §12940; (11) Wrongful Termination; and (12) Retaliation in violation of Cal. Gov’t Code §12945.2.

2.14. **“Individual Settlement Payment”** means the amount which is ultimately distributed to each Settlement Class Member from the Net Settlement Amount, net of any Employee’s Taxes and Required Withholdings, separate and distinct from the Settlement Class Member’s share of the PAGA Payment.

2.15. **“Final Approval Hearing”** means the hearing held to determine whether the Court will enter a Final Approval Order finally approving this Settlement. The Preliminary and Final Approval Motions shall be submitted through the PAGA Action in the San Bernardino Superior Court.

2.16. **“Final Approval Order”** means the entry of the final Court order in the Settled Lawsuits in accordance with the terms herein, granting final approval of this Settlement Agreement (and the terms of Settlement described herein) and under the specific terms requested, and the Court retaining jurisdiction over the enforcement, implementation, construction, administration, and interpretation of the Settlement Agreement.

2.17. **“Mailing Date”** means the date that the Settlement Administrator initially mails by Regular United States Mail the Class Notice to the Putative Class Members and the PAGA Releasees.

2.18. **“Maximum Gross Settlement Amount”** means the agreed upon non-revisionary settlement amount totaling **One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00)** subject to the terms and conditions herein. The Maximum Gross Settlement Amount is inclusive of (1) payments to the Settlement Plaintiffs; (2) the PAGA Payment; (3) Employee’s Taxes and Required Withholdings (4) Class Counsel’s attorneys’ fees; (5) Class Counsel’s costs and expenses related to these Settled Lawsuits not to exceed **\$30,000.00**; (6) all fees, costs, and expenses associated with a mutually agreed upon Settlement Administrator to administer the settlement currently estimated at **\$20,000.00**; and (7) Service Award to the Plaintiff. Under no circumstances shall Defendant be obligated to pay any more than \$1,500,000.00, or the specific amounts agreed upon by the Parties as set forth in this Settlement Agreement. Defendant is required to pay Employer Taxes in addition to the Maximum Gross Settlement Amount, as set forth herein, related to payments to Settlement Plaintiffs. Any interest earned on the Maximum Gross Settlement Amount during the period of settlement administration under this Settlement Agreement will remain Defendant’s sole and exclusive property.

2.19. **“Plaintiff”** means plaintiff Kayla Milligan.

2.20. **“Plaintiff’s Released Claims”** means the Plaintiff’s releases, remises, and forever discharges Defendant and the Released Parties from any and all demands, damages, debts, liabilities, actions, causes of action, obligations, and claims of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, which she ever had or now has against the Defendant or the Released Parties arising or accruing at any time before the Effective Date. Plaintiff’s Released Claims carves out the claims that Plaintiff has expressly alleged in her Individual Complaint at the time of entering this Settlement Agreement. Excluding the claims expressly alleged in her Individual Complaint, the Plaintiff’s Released Claims include but are not

limited to all the claims and causes of action asserted in the Complaints and Settled Lawsuits, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law. This Paragraph also includes, but is not limited to any applicable wage and hour state law claims and all other claims for unpaid wages, unpaid commissions, overtime compensation, liquidated damages, willful exemplary damages, interest, hours worked, minimum wages, unpaid meal or rest periods premiums, miscalculated wages, improper deduction(s), late payment of wages, frequency of pay, premium pay, incentives, bonuses, improper rounding of time records, non-compliant wage statements, failure to keep accurate and complete payroll records, and any other claims or relief of any kind under statute, tort, contract, quasi-contract, injunctive relief theories or claims, and claims for exemplary, punitive, or penalty damages, interest, and attorneys' fees and costs beyond those provided for or contemplated as part of this settlement, other damages, and/or any other form of relief, as permitted by law. Plaintiff expressly acknowledges that this Settlement Agreement and the release contained herein extends to all claims that she has or might have against the Released Parties, including those which are presently unknown to her. Plaintiff may hereafter discover facts in addition to or different from those which she now knows or believes to be true, but stipulates and agrees that, upon the Effective Date, they fully, finally, and forever settle and release any and all claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity and without regard to the subsequent discovery or existence of such different or additional facts. Excluding the claims expressly alleged in Plaintiff's Individual Complaint at the time of entering this Settlement Agreement, Plaintiff further remises, releases, and forever discharges the Released Parties from any and all manner of actions, causes of actions, suits, debts, accounts, contracts, agreements, torts, controversies, judgments, damages, claims, charges, liabilities, and demands of any kind or nature whatsoever, she ever had or now has, or may have, against Defendant or the Released Parties arising from the Plaintiff's employment with Defendant. Plaintiff is deemed by operation of the Final Approval Order of the Settlement to have agreed not to sue or otherwise make a claim against any of the Released Parties for any claim arising out of her employment with Defendant other than those alleged in the Individual Complaint at the time of entering this Settlement Agreement. Plaintiff acknowledges that she has had the opportunity to review, and has reviewed, California Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Being fully informed of this provision of the Civil Code and understanding its provisions, Plaintiff agrees to waive any rights under that section and any rights and benefits she may have under laws of any state that are similar to California Civil Code section 1542. Excluding the claims expressly alleged in Plaintiff's Individual Complaint, the above-defined scope of Released Claims by Plaintiff is meant to be as broad as possible. Plaintiff also releases claims against Released Parties for attorneys' fees, costs and expenses related to this litigation, beyond those provided for or contemplated as part of this Settlement. In consideration for the release described herein, and subject to approval by the Court, the Plaintiff will receive additional monetary compensation by way of the Service Award (as defined below).

2.21. **"Net Settlement Amount"** means the portion of the Maximum Gross Settlement Amount remaining after deduction of the Service Award to Plaintiff, as approved by the Court; the Settlement Administration Costs to the Settlement Administrator, as approved by the Court; and Attorneys' Fees and Costs to Class Counsel, as approved by the Court; all Employees' Taxes and Required Withholdings which must be remitted on Individual Settlement Payments; and the PAGA Payment. To the extent that the Court approves and awards a Service Payment to the Plaintiff, settlement administration costs to the Settlement Administrator, the PAGA Payment, and/or an award to Class Counsel for attorneys' fees and costs that is less than the amount(s) requested by Plaintiff, the difference shall be included in the Net Settlement Amount and distributed to the Settlement Class Members. The Net Settlement Amount is currently estimated at **\$815,000.00**. The Net Settlement Amount shall be allocated to the settlement of Settlement Class Members Released Claims, as set forth herein.

2.22. **"Notice of Objection"** means a written request by a Putative Class Member to object to this Settlement, which must be completed and filed or mailed in the manner set forth in this Settlement Agreement and the Class Notice.

2.23. **"Notice Period" or "Response Deadline"** means thirty (30) calendar days from the Mailing Date. An Objection must be filed with the Court during the Notice Period to be considered. A written notice disputing the number of Workweeks at Issue must be returned to the

Settlement Administrator with a postmark dated during the Notice Period for the Putative Class Member to receive the Individual Settlement Payment.

2.24. **“Request for Exclusion,”** means a written request from a Putative Class Member requesting exclusion from the Class in accordance with the terms of the Settlement Agreement and the Class Notice.

2.25. **“PAGA Claims”** means all disputes, claims, and/or causes of action that are premised in whole or in part on any of the claims set forth in Paragraphs 1.5 and 8.1.3.

2.26. **“PAGA Payment”** means the payment to the State of California LWDA and the PAGA Releasees in settlement of all claims for PAGA penalties.

2.27. **“PAGA Payment Check”** means the check issued to each PAGA Releasee for his/her share of the PAGA Payment.

2.28. **“PAGA Releasee”** means an individual who was employed by Defendant within the State of California at any time as a non-exempt or hourly-paid employee from July 7, 2019, through and including the Preliminary Approval hearing date or up to when the Workweeks at Issue exceed **49,437 workweeks**, whichever is earlier.

2.29. **“PAGA Settlement”** means the PAGA portion of the Net Settlement Amount embodied in this Settlement Agreement, which is subject to the Court’s approval.

2.30. **“PAGA Settlement Period”** means the period beginning on July 7, 2019, through and including the Preliminary Approval hearing date or up to when the Workweeks at Issue exceed **49,437 workweeks**, whichever is earlier.

2.31. **“PAGA Pay Periods”** means the number of Pay Periods worked by PAGA Releasees between July 7, 2019 and to the Preliminary Approval hearing date or up to when the Workweeks at Issue exceed **49,437 workweeks**, whichever is earlier.

2.32. **“Parties”** refers to the Plaintiff and Defendant, and, in the singular, refers to any of them, as the context makes apparent.

2.33. **“Payout Calculation”** refers to the amounts calculated as the awards under this Settlement Agreement for the Plaintiff and each Settlement Class Member.

2.34. **“Preliminary Approval Hearing”** means the hearing held to determine whether the Court will enter a Preliminary Approval Order preliminarily approving this Settlement. The Preliminary and Final Approval Motions shall be submitted through the PAGA Action in the San Bernardino Superior Court.

2.35. **“Preliminary Approval Order and Order Approving PAGA Settlement”** means an entry of an order from the Court preliminarily approving: (1) the Settlement Agreement; (2) the Class Settlement; and (2) the PAGA Settlement.

2.36. **“Putative Class Member,” “Putative Class Members,” “Class,” or “Class Members,”** means any current and former hourly-paid or non-exempt employees employed by Defendant within the state of California during the applicable Settlement Period. Putative Class Members who do not opt out are a “Settlement Class Member” and shall be bound by the terms of the Settlement Agreement.

2.37. **“Released Claims”** means all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or unknown, suspected or unsuspected, relating to the allegations that were asserted, or could have been asserted, based on the facts alleged in the Settled Lawsuits against the Released Parties, during the Settlement Period. The scope of the Released Claims by each Settlement Plaintiff is meant to be as broad as possible, with respect to claims that are asserted or could have been asserted based on the same factual predicate alleged in the Complaints, and includes all wage and hour claims that were or could have been asserted in the Class Action, LWDA Letter, or PAGA Action based on the facts alleged therein. Such allegations include assertions that Settlement Plaintiffs were not properly or timely compensated for all hours worked, and were subject to wage and hour law violations, regardless of whether such claims arise under California law, common law, local law, federal, statute, ordinance, regulation, or applicable wage and hour law, through and including the Preliminary Approval hearing date or up to when the Workweeks at Issue exceed **49,437 workweeks**, whichever is earlier. Such Released Claims include, but are not limited to, the causes of actions alleged in the Complaints, which are asserted as follows: **(1)** Failure to Pay All Lawful Wages Including Overtime (Labor Code §§ 226.7, 510, 558, 1194, 1197.1, and applicable IWC Wage Orders); **(2)** Failure to Provide Meal Periods Or Compensation In Lieu Thereof (Labor Code §§ 226.7, 512, and applicable IWC Wage Orders); **(3)** Failure to Provide Rest Periods or Compensation In Lieu Thereof (Labor Code §§ 226.7, and applicable IWC Wage Orders); **(4)** Failure to Pay Timely Wages (Labor Code §§201-203); **(5)** Failure to Provide Accurate Itemized Wage Statements (Labor Code §§ 204, 226(a), and applicable IWC Wage Orders); **(6)** Failure to Provide Suitable Seating, **(7)** Violation of California Business & Professions Code §§ 17200, *et seq.*; and **(8)** Violation of California Labor Code sections 2698, *et seq.* (Private Attorney General Act of 2004), which includes allegations of (a) Failure to Pay All

Wages Owed, Including Minimum Wage and Overtime, (b) Failure to Provide Lawful Meal Periods or Compensation in Lieu Thereof, (c) Failure to Authorize or Permit Lawful Rest Periods or Provide Compensation in Lieu Thereof, (d) Willful Failure to Provide Accurate Semi-Monthly Itemized Wage Statements, (e) Failure to Pay All Wages Due Upon Separation of Employment, and (f) Failure to Provide Suitable Seating, and any incorporated or related claims, which includes but are not limited to the claims asserted through the Settled Lawsuits, the Complaints, or through any applicable California Industrial Welfare Commission Wage Orders, California Labor Codes (including but not limited to California Labor Code Sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198, 2698-2699.5, et seq.), applicable IWC Wage Orders and California Code of Regulations, Title 8 section 11000 et seq., the California Business and Professions Code §§ 17200 *et seq.*, any claims under the Fair Labor Standards Act (“FLSA”) for unpaid wages (including minimum wages, premium pay, regular wages and overtime pay), miscalculated wages, improper deductions, improper itemized wage statements, improper payroll records maintenance and failure to pay all wages due at the time of termination, and all other applicable wage and hour laws. The settled claims includes any and all claims for relief, whether suspected or unsuspected, which Plaintiff or any Settlement Class Member have had, now have, or may discover in the future against the Released Parties or any of them for any or all claims alleged in the Class Action, LWDA Letter, or PAGA Action or which could have been alleged in the Settled Lawsuits based on the allegations, facts, matters, transactions or occurrences alleged therein, specifically including without limiting the generality thereof: claims for missed or unpaid meal periods or rest periods; failure to pay all wages owed (including without limitation, failure to pay the regular rate of pay, overtime pay, double time pay, premium pay and/or otherwise properly calculated overtime); any claim for failure to properly pay vacation pay; late payment of wages, frequency of pay, improper rounding of time records, any claim for failure to properly pay all wages upon termination; paystub claims; waiting time penalties; failure to maintain records; failure to keep accurate and complete payroll records; and PAGA penalties, FLSA claims, and/or unfair competition claims based on the foregoing. The release of the foregoing claims, extends to all theories of relief regardless of whether the claim is, was or could have been alleged as separate claims, causes of action, lawsuits or based on other theories of relief, whether under federal law, state law or common law (including, without limitation, as violations of the California Labor Code, the Wage Orders, applicable regulations, California’s Business and Professions Code section 17200 or under California’s Private Attorney General Act), or any other wage and hour law arising under state, common law, local law,

statute, federal law, ordinance, regulation, or benefits based upon and within the above defined scope of claims released. The settled claims includes all types of relief available for the above-referenced claims, including, without limitation, any claims for damages, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, willful exemplary damage, injunctive relief, declaratory relief, or liquidated damages. Settlement Plaintiffs also release claims against Released Parties for attorneys' fees, costs and expenses related to this litigation, beyond those provided for or contemplated as part of this Settlement Agreement. Notwithstanding the foregoing, nothing in this Settlement Agreement releases any claims that may not be released as a matter of law. Additionally, the Released Claims do not include the allegations raised in Plaintiff's Individual Complaint.

2.38. **"Released Parties"** means CWI, Inc. d/b/a Camping World, and its present and former parent companies, present owners, former owners, subsidiaries, and each of their past and present shareholders, officers, directors, managers, employee benefit plans sponsored or maintained by any of the foregoing, employees, beneficiaries, agents, attorneys, representatives, accountants, insurers, reinsurers, carriers, guarantors, successors in interest, predecessors in interest, trustees, fiduciaries, administrators, and assigns, and any other individual or entity which could be jointly liable with Defendant.

2.39. **"Releasing Persons"** means the Settlement Plaintiffs and their agents, heirs, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, estates, personal representatives, successors-in-interest, and assigns.

2.40. **"Service Award"** or **"Service Payment,"** which will be subject to approval by the Court, means any additional monetary payment made to the Plaintiff in recognition of her efforts in prosecuting the Settled Lawsuits on behalf of herself, the Putative Class Members, the PAGA Releasees, and for the broader release of their claims (as defined above in "Plaintiff's Released Claims").

2.41. **"Settlement"** means the settlement of the Settled Lawsuits effectuated by this Settlement Agreement between the Parties (including the Class Settlement and PAGA Settlement). The Settlement does not include the claims expressly asserted or alleged in the Plaintiff's Individual Complaint.

2.42. **"Settlement Administrator"** means a third-party administrator mutually selected by the Parties' counsel and appointed by the Court.

2.43. **“Settlement Agreement” or “Agreement”** means this Class and PAGA Action Settlement Agreement and Release, including any attached exhibits.

2.44. **“Settlement Class Members”** means all Putative Class Members who have not timely and properly opted out of the Class Settlement.

2.45. **“Settled Lawsuits”** means the Class Action and PAGA Action as defined above, and the PAGA letter that was submitted to the Labor and Workforce Development Agency (“LWDA”) on or about July 7, 2020.

2.46. **“Settlement Plaintiffs”** refers to and means Plaintiff, Settlement Class Members, and PAGA Releasees. In the singular referred to as “Settlement Plaintiff.”

2.47. **“Settlement Period”** means the following time periods: (a) for all California Putative Class Members, it will include July 8, 2016 through the Preliminary Approval hearing date or up to when the Workweeks at Issue exceed **49,437 workweeks**, whichever is earlier.

2.48. **“Settlement Sum” or “Settlement Fund”** means the Maximum Gross Settlement Amount of One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00) to be paid by Defendant as provided by this Settlement Agreement to fully and finally settle, resolve and conclude the Settled Lawsuits as provided under this Agreement, without any admission of fault or liability.

2.49. **“Workweeks at Issue”** include all workweeks that each Settlement Plaintiff worked (excluding vacation and leaves of absence) during the Settlement Period as a non-exempt or hourly employee of Defendant, which shall be calculated based on information that Defendant provides to the Settlement Administrator. Estimations and approximations may be used to the extent that there may be gaps in the information that Defendant provides to the Settlement Administrator. If needed, the Settlement Administrator will calculate the number of Workweeks at Issue by calculating the number of weeks in which each Settlement Plaintiff earned non-vacation wages from Defendant during the Settlement Period. Any Settlement Plaintiff with less than one complete week of employment will be credited with one workweek, even if they only worked one week during that period.

3. LIMITATIONS ON USE OF THIS SETTLEMENT AGREEMENT

3.1. **No Admission/Denial of Liability:** The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement Agreement, Defendant does not

admit, and specifically denies, that it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract, violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Plaintiff or any Class Member and/or PAGA Releasee. Nothing in this Settlement Agreement is intended as or may be construed as an admission or concession of liability, unlawful conduct, or wrongdoing by Defendant (and/or any of the Released Parties) in any way, shape or form. Defendant and the Released Parties deny any liability or wrongdoing of any kind associated with the claims alleged in this Settled Lawsuits and litigation. Nothing in this Settlement Agreement shall be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. The Parties to this Settlement Agreement agree that it reflects their good faith compromise of the claims raised in the Settled Lawsuits, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel. Defendant further denies that it has engaged in any unlawful activity, denies that it has failed to comply with the law in any respect, denies it has any liability to anyone under the claims asserted in this matter, and contends that but for this Settlement, neither the Class Action or PAGA Action would be certified or permitted to proceed. This Settlement Agreement is entered into solely for the purpose of compromising highly disputed claims. This Settlement Agreement and the fact that the Plaintiff and Defendant are willing to settle the Settled Lawsuits shall have no bearing on, and shall not be admissible in connection with, any litigation (other than solely in connection with approval and enforcement of this Settlement Agreement).

3.2. **Non-Evidentiary Use.** Except for purposes of effectuating the settlement pursuant to this Settlement Agreement and/or for Defendant (and/or a Released Party) to establish that a Settlement Plaintiff has resolved any of his/her claims released through this Settlement Agreement, and regardless of whether the Final Approval Order is entered, neither this Agreement nor any of its terms (including, but not limited to, the payment of the Gross Maximum Settlement Amount) nor the settlement itself shall be construed as, offered, or admitted in evidence as, received as, or deemed to be evidence, in any further proceeding in the Lawsuit, or any other civil, criminal, and/or administrative action or proceeding, for any purpose adverse to Defendant or any of the Released Parties, including but not limited to, evidence of a presumption, concession, indication,

or admission by Defendant or any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage.

3.3. Nullification. If the Court does not enter an Order granting approval of the Settlement, which becomes final through the Final Approval process, the Settlement shall become null and void, and its terms and all documents setting out its terms shall be inadmissible in further litigation of this or any other case. Specifically, in the event (a) any government agency objects, intervenes, or otherwise interferes with the enforcement of the settlement embodied in this Settlement Agreement; (b) the Court should for any reason fail to approve this Settlement consistent with the specific terms agreed to by the Parties as set forth in this Settlement Agreement; (c) the Court should for any reason fail to enter the Preliminary Approval Order and Order Approving PAGA Settlement, and/or Final Approval Order; (d) the Final Approval Order is reversed, modified, or declared or rendered void; (e) the Settlement does not become final for any other reasons; (f) should the LWDA provide notice of intent to investigate the alleged violations set forth in Plaintiff's July 7, 2020 LWDA Letter; or (g) Judgment is not entered by the Court that binds the Plaintiff, Settlement Class Members, and PAGA Releasees, then this Settlement Agreement shall automatically be considered null and void, and any order entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In that instance, (i) neither this Settlement Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (ii) all Parties to this Settlement Agreement and the pleadings in these Actions shall stand in the same litigation position they were prior to the signing of this Settlement Agreement, without prejudice to either party; and (iii) Defendant shall not have any obligation to pay any portion of the Maximum Gross Settlement Amount to anyone under the terms of this Settlement Agreement, and (iv) all previous disbursements (if any) from the Maximum Gross Settlement Amount shall immediately be paid back to Defendant. Invalidation of any material portion of this Settlement Agreement shall invalidate this Settlement Agreement in its entirety, unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

3.4. Not Mere Recitals and Invalidation of Agreement for Failure to Satisfy Conditions. The terms and provisions of this Settlement Agreement are not recitals, but are deemed to constitute contractual terms. In the event that any of the material terms or conditions set forth in this Settlement Agreement are not fully and completely satisfied by Plaintiff, this

Settlement Agreement shall terminate and terms of the Settlement Agreement including, but not limited to, the conditional certification of the Class, the payment of Individual Settlement Payments to Settlement Class Members, the payment of attorneys' fees and costs to Class Counsel, the Service Award to the Plaintiff, and the payment of the PAGA Payment shall be null and void. In such event, nothing in this Settlement Agreement shall be used, construed or admissible as evidence by or against any Party or Released Party as a determination, admission, or concession of any issue of law or fact in the Settled Lawsuits, or in any other proceeding for any purpose; and the Parties do not waive, and instead expressly reserve, their respective rights to prosecute and defend the Settled Lawsuits as if this Settlement Agreement never existed. In addition, notwithstanding the generality of the foregoing, if this Settlement Agreement is terminated for failure to satisfy any of the material terms or conditions of this Settlement Agreement, Defendant shall not be obligated to create or maintain any type of settlement fund, and shall not be obligated to pay any amount in the Maximum Gross Settlement Amount to any Class Member and/or PAGA Releasee, to Class Counsel, to the Settlement Administrator, to the State of California or to the Plaintiff. In the event the Court has approved the PAGA Payment and release of the PAGA Claims set forth in this Agreement and Defendant has issued the PAGA Payment, the release of the PAGA Claims shall be binding.

4. **TERMS OF SETTLEMENT**

4.1. **Settlement.** The Parties agree this action and any claims, damages, or cause of action arising out of the dispute, which is the subject of the Settled Lawsuits, or which could have been alleged in the Settled Lawsuits, be settled subject to court approval and under the terms set forth in this Settlement Agreement.

4.2 . **Scope of Settlement.** Subject to Court approval, the Settlement Agreement shall cover all eligible members of the following "Settlement Plaintiffs."

4.2.1. **Settlement of California Class Action:** The Settlement Agreement shall bind all current and former non-exempt and hourly-paid employees of Defendant that have worked or are presently working for Defendant in the State of California during the Settlement Period.

4.2.2. **Settlement of Individual Claims:** The Settlement Agreement shall bind the Plaintiff to the extent of the Plaintiff's Released Claims.

4.2.3. **Settlement of PAGA Action:** The Settlement Agreement shall bind all current and former non-exempt and hourly-paid employees of Defendant that have worked or are presently working for Defendant in the State of California during the PAGA Settlement Period.

4.3. **Filing of Amended Complaint:** In an effort to preserve judicial resources, prevent unnecessary expense and cost, while avoiding conflicting judgments, the Parties agree that as a condition precedent to Settlement, Class Counsel and Defense counsel shall stipulate for Plaintiff to amend the PAGA Complaint to add the class claims asserted in the Class Complaint and also stipulate to stay the Class Action during the settlement approval process. Class Counsel will dismiss the Class Action in its entirety after the Final Approval Order is entered by the Court in the PAGA Action for the Settled Lawsuits. To effectuate the amending of the PAGA Complaint, Defendant shall stipulate to the filing of an amended Complaint. The final amended PAGA Complaint (“Operative Complaint”) shall be subject to reasonable review and approval by Defendant prior to filing. Defendant shall not be required to file a new answer or other responsive pleading to the Operative Complaint. The Parties agree that Defendant’s PAGA Answer Class Answer, and the Parties’ Stipulation will apply to the Operative Complaint. It is the understanding of the Parties that this Settlement Agreement shall cover the claims in the Settled Lawsuits as alleged in the LWDA Letter, PAGA Complaint and Class Complaint, and the subsequently filed Operative Complaint subject to this paragraph.

4.4. **Settlement Sum.** In exchange for the releases, obligations, and promises set forth in this Settlement Agreement (and subject to the terms and conditions contained in this Settlement Agreement), Defendant agrees to pay the Maximum Gross Settlement Amount of **One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00)** which is the total and all-inclusive amount Defendant shall be obligated to pay under the Settlement embodied by this Settlement Agreement (except that Defendant shall pay the Employer Taxes and withholdings with respect to the wages portion of Individual Settlement Payment separately and in addition to the Maximum Gross Settlement Amount), for the full resolution of the Settled Lawsuits and Released Claims. The Maximum Gross Settlement Amount includes amounts appropriated to the Settlement Plaintiffs, the PAGA Payment, Settlement administration costs to the Settlement Administrator, Attorney’s Fees and Costs to Class Counsel, and Service Award.

4.5. **Distribution of Net Settlement Amount.** The Net Settlement Amount shall be allocated between the Class Settlement and PAGA Settlement based on the percentage of Workweeks at Issue between the Settlement Period and PAGA Settlement Period, broken down as follows: 75% to the Class Net Settlement Amount and 25% to the PAGA Net Settlement Amount. The allocations to the Class Net Settlement Amount and the PAGA Net Settlement Amount is based on Workweeks at Issue within each allocation group and the applicable statute of limitations periods. The initial calculation prior to the mailing of the Class Notice shall estimate (1) the gross Individual Settlement Payment that each Settlement Class Member may be eligible to receive, assuming that no Putative Class Members opt out of the Class Settlement and that all Settlement Class Members negotiate their Individual Settlement Payment checks; and (2) the gross PAGA Payment that each PAGA Releasee may be eligible to receive. To the extent that individuals are both Settlement Class Members and PAGA Releasees, they shall be eligible to receive both an Individual Settlement Payment and a PAGA Payment. Separate check payments may be issued for Individual Settlement Payment checks and PAGA Payment checks; thus, individuals that are both Settlement Class Members and PAGA Releasees may be issued two separate check payments. The Net Settlement Amount shall be fully distributed, as follows:

4.5.1. Putative Class Members who do not opt out of the Class Settlement (i.e., Settlement Class Members) will receive a *pro rata* share of the Class Net Settlement Amount, as follows:

a. Settlement Class Members that worked in California will receive a *pro rata* share of the Net Settlement Amount, based on their respective number of Workweeks at Issue in the Settlement Period as compared to the total Workweeks of all Settlement Class Members in the Settlement Period;

b. Settlement Class Members shall have **one hundred eighty (180) calendar days** from the date of mailing of their Individual Settlement Payment check to cash their Individual Settlement Payment check. The Settlement Administrator shall mail a check cashing reminder postcard to those Settlement Class Members who have not negotiated their Individual Settlement Payment checks within **ninety (90) days** of mailing. Any failure of a Settlement Plaintiff to deposit a check shall not affect the enforceability of the release of all wage and hour claims, as the Parties jointly agree that

valid consideration for same is the offer of monetary consideration by means of the offer of settlement and mailing of settlement checks. In the event that any Individual Settlement Payment checks are not deposited, cashed, or otherwise negotiated within the **180-day period**, shall be void. Any funds not distributed after the expiration of the Individual Settlement Payment checks shall escheat to the State of California Controller's Office to be held in the name of the Settlement Class Member who is the payee of the check.

4.5.2. Any individual who worked for Defendant during the FLSA period from July 8, 2017 through the Preliminary Approval Hearing date, and that cashes, deposits, or otherwise negotiates the Individual Settlement Payment check shall be deemed to have opted into *KAYLA MILLIGAN, et al. v. CWI, Inc. d/b/a CAMPING WORLD, et al.*, Case No. CIVDS2020159 for purposes of fully and finally releasing all FLSA claims that they may have against Defendant and/or the Released Parties.

4.5.3. No settlement check shall be issued until the Settlement Administrator provides final calculations of the Individual Settlements Payments to Defense counsel, who shall confirm or object to said calculations within **five (5) business days** of receipt.

4.6. **PAGA Payment.** Subject to Court approval, an amount of **\$93,750.00** shall be paid to the State of California LWDA. This amount is 75% of the **\$125,000.00** PAGA Payment that the Parties have agreed is to be paid in settlement of all claims for civil penalties under the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* ("PAGA"). The remaining 25% of the **\$125,000.00** PAGA payment, which amounts to **\$31,250.00** of the PAGA Payment shall be distributed *pro rata* to all PAGA Releasees, based on the number of PAGA Pay Periods worked by a PAGA Releasee, as a fraction of the total PAGA Pay Periods worked of all PAGA Releasees. The portion of the PAGA payment to the PAGA Releasees shall be treated entirely as penalties. PAGA Releasees will not have the opportunity to opt out or object to the PAGA Payment and/or release of PAGA Claims set forth in this Agreement although the PAGA Settlement will be subject to Court approval. In the event the LWDA or the Court rejects this allocation, the Parties will meet and confer with the Court and the LWDA to reach a penalty allocation acceptable to all parties that does not materially alter the terms of Settlement, nor require Defendant to pay more than the Maximum Gross Settlement Amount. At the same time that

Plaintiff files her Motion for Preliminary Approval, the Plaintiff shall send a copy of the Settlement Agreement to the LWDA pursuant to the 2016 amendments to PAGA. The PAGA Payment shall be paid from the Maximum Gross Settlement Amount. There are approximately 11,050 PAGA Pay Periods.

4.7. **Attorneys' Fees, Costs, and Expenses.** Class Counsel will receive **one third (1/3)** of the Maximum Gross Settlement Amount plus their reasonable out-of-pocket costs and expenses, representing attorneys' fees, costs and expenses, not to exceed **\$30,000.00** ("Attorneys' Fees and Costs"). Class Counsel agrees not to seek from Defendant any additional attorneys' fees, costs and expenses stemming from their involvement in the Settled Lawsuits. Class Counsel will apply to the Court for payment of Class Counsel's request for Attorneys' Fees and Costs. Defendant will not oppose such application provided that Class Counsel does not seek to recover more than the maximum amounts as stated in this Paragraph. To the extent the Court does not approve payment of Attorneys' Fees and Costs in the amount set forth herein, the amount that is not awarded to Class Counsel shall remain a part of the Net Settlement Amount for distribution to the Settlement Class Members on a *pro rata* basis. Except as provided in this Paragraph, upon final approval, each Party shall bear his or its own attorneys' fees, costs, and expenses incurred in the prosecution, defense, and settlement of the Settled Lawsuits. The outcome of the Court's ruling on the application for Attorneys' Fees and Costs shall not terminate this Settlement Agreement or otherwise affect the Court's ruling on the Final Approval Order. Attorneys' Fees and Costs shall be paid without withholding, and an IRS Form 1099 will be issued for such payments. Class Counsel will provide Defendant with IRS Forms W-9, so that an IRS Forms 1099 Misc. may be issued.

4.8. **Service Payment to Plaintiff.** In return for services rendered to Putative Class Members and PAGA Releasees, Plaintiff will request that the Court approve a Service Award of **Ten Thousand Dollars and Zero Cents (\$10,000.00)** to Plaintiff from the Maximum Gross Settlement Amount. Defendant will not oppose such an application. The outcome of the Court's ruling on the application for a Service Payment shall not terminate this Settlement Agreement or otherwise affect the Court's ruling on the Final Approval Order. Any amount not approved by the Court shall become part of the Net Settlement Amount for distribution to the Settlement Class Members on a *pro rata* basis. In return for the Service Award, the Plaintiff will release the Plaintiff's Released Claims on the Effective Date (as defined above). The Service Award payable

to the Plaintiff shall be in addition to any Individual Settlement Payments she may receive. Notwithstanding the foregoing, nothing in this Settlement Agreement releases any claims that may not be released as a matter of law.

4.9. Settlement Administration Costs. The reasonable costs of settlement administration through and beyond the Final Approval Hearing, which are estimated not to exceed Twenty Thousand Dollars (**\$20,000.00**) (the “Settlement Administration Costs”), shall be paid from the Maximum Gross Settlement Amount subject to Court approval. To the extent the Court does not approve Settlement Administration Costs, the unawarded amount shall remain a part of the Net Settlement Amount.

4.10. Taxes & No Benefits. Each Settlement Class Member’s payment shall be treated 33.33% as wages and will be reported as such to each Settlement Class Member on an IRS Form W-2; 33.33% as civil penalties or liquidated damages and will be reported as such to each Settlement Class Member on an IRS Form 1099 misc., if applicable; and 33.33% as interest and will be reported as such to each Settlement Class Member on an IRS Form 1099 misc., if applicable. The wage portion shall be paid net of all Employee’s Taxes and Required Withholdings, including federal, state, and local income tax, FICA taxes, and federal and state unemployment taxes. The Parties further agree that the PAGA payment distributed to each PAGA Releasee will be treated entirely as civil penalties and will be reported as such to each PAGA Releasee on an IRS Form 1099 misc., if applicable. All Parties represent that they have not received, and shall not rely on, advice or representations from the other Party or her/its agents regarding the tax treatment of payments under federal, state or local law.

4.10.1. Defendant shall transmit to the Settlement Administrator for payment of the employer share of all payroll taxes imposed by law separately and in addition to the Maximum Gross Settlement Amount (“Employer Taxes”). All Employer Taxes withheld and paid by the Settlement Administrator shall be reported by the Settlement Administrator to the appropriate taxing authorities under the payee’s name and social security number.

4.10.2. The attorneys’ fees, costs and expenses shall be paid without withholding and shall be reported to the IRS on an IRS Form 1099 to Class Counsel. Class Counsel will transmit to the Settlement Administrator by e-mail a signed IRS W-9 form, with all corresponding taxpayer identification entered.

4.10.3. All Settlement Plaintiffs are obligated to pay their respective share of any taxes, local, state or federal, which may become due and owing on the monies received under this Settlement Agreement.

4.10.4. In the event that any taxing body determines that different amounts should have been withheld from the payments (or any portion thereof) provided for in this Paragraph, the Settlement Plaintiffs shall be liable for the payment of any such employee's share of taxes and agree to defend, indemnify and hold the Released Parties harmless for the payment of such taxes, the failure to withhold, and any interest and penalties imposed thereon. In the event that any taxing body determines that different amounts should have been withheld from the payments (or any portion thereof) provided for in this paragraph, Defendant shall be accountable for the payment of any such employer's share of taxes.

4.10.5. None of the payments provided under the Settlement shall be taken into account for purposes of determining benefits under any qualified or non-qualified plans of Defendant or their affiliated companies.

4.10.6. The Parties agree that the Maximum Gross Settlement Amount will qualify as a settlement fund pursuant to the requirements of section 468(B)(g) of the Internal Revenue Code of 1986, as amended, and section 1.468B-1. *et seq.* of the income tax regulations. Furthermore, the Settlement Administrator is hereby designated as the "Administrator" of the qualified settlement funds for purposes of section 1.46B-2(k) of the income tax regulations. As such, all taxes imposed on the gross income of the Maximum Gross Settlement Amount and any tax-related expenses arising from any income tax return or other reporting document that may be required by the Internal Revenue Service or any state or local taxing body will be paid from the Maximum Gross Settlement Amount.

4.11. **Conditional Nature of Stipulation for Certification of the Class Action Claims:** Solely for purposes of this Settlement, the Parties shall stipulate to the certification of the California Class. Defendant does not waive, and instead expressly reserves its rights to challenge the propriety of the class certification for any purpose as if this Settlement Agreement had not been entered into by the Parties should the Court not approve the Settlement Agreement or should counsel for either Party exercise their rights to terminate the Settlement as permitted by the

Settlement Agreement. Should for whatever reason the Settlement not become effective, the fact that the Parties were willing to stipulate to certification of the Class Action as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether the Class Action, or any claim or class, should be certified in a non-Settlement context in this Class Action or in any other lawsuit. Defendant expressly reserves its right to oppose class certification in this or any other action should this Settlement not become effective. The Parties are not certifying any PAGA Claims. In support of this Agreement, Plaintiff shall request that the Court certify for settlement purposes the Class as to all non-PAGA claims that have been asserted, which Defendant shall not oppose or object to.

4.11.1. **Appointment of Class Representative.** Solely for the purposes of this Settlement, the Parties stipulate and agree that Plaintiff Milligan shall be appointed as representative for the Class Action.

4.11.2. **Appointment of Class Counsel.** Solely for the purposes of this Settlement, the Parties stipulate and agree that James Hawkins, APLC shall be appointed as Class Counsel.

4.12. **No Additional Contribution by Defendant.** Defendant's monetary obligation under this Settlement Agreement is limited to the Maximum Gross Settlement Amount and Employer Taxes. Defendant shall not be obligated to make any payments contemplated by this Settlement Agreement until the conditions set forth in this Settlement Agreement occur. Defendant shall not be required to pay more than the Maximum Gross settlement Amount and Employer Taxes to obtain the relief (including, but not limited to, enforcement of the Settlement Agreement, releases of all claims, and issuance of the Final Approval Order) provided in this Settlement Agreement or to fully and finally settle and resolve the Released Claims or the Plaintiff's Released Claims. Notwithstanding the above, in the event that this Settlement Agreement is voided or nullified, in whole or in part, however that may occur, or the settlement of the Settled Lawsuits is barred by operation of law, or invalidated, or ordered not to be carried out by a Court of competent jurisdiction, Defendant shall cease to have any obligation to pay any portion of the Maximum Gross settlement Amount to anyone under the terms of this Settlement Agreement.

5. **SETTLEMENT ADMINISTRATION**

5.1. **Appointment of Settlement Administrator.** Class Counsel has selected ILYM (“Settlement Administrator”) as the Settlement Administrator for this Settlement. Defendant has approved the selection of ILYM as the Settlement Administrator.

5.2. **Settlement Administrator’s Duties.** Settlement Administrator shall coordinate and undertake all duties related to the administration of the Settlement Agreement.

5.2.1 The duties of the Settlement Administrator shall include, but are not limited to: (i) compile and send via U.S. Mail to the Putative Class Members and PAGA Releasees the Class Notice; (ii) confirm the accuracy of the addresses of Putative Class Members and PAGA Releasees through the United States Post Office’s National Change of Address database before mailing; (iii) perform one skip trace on any Class Notice returned as undeliverable; (iv) re-mail Class Notice one time only by First Class Mail if the Class Notice was returned undeliverable and a new address is located or upon a Putative Class Member’s or PAGA Releasees request; (v) send deficiency letters as needed; (vi) the allocation duties described below; (vii) process Workweek Disputes, Requests for Exclusion, and Objections; (viii) calculate and distribute all payments due under the Settlement Agreement; (ix) undertake tax reporting, withholding, remittances, and calculation of Employer Taxes; and (x) create and operate the settlement website and toll-free call center. The Settlement Administrator shall also provide a declaration under penalty of perjury (“Administrator’s Declaration”) which summarizes its findings and the results of the notice process, including and not limited to, stating: the number of individuals and Workweeks at Issues reflected in the data provided by Defendant; the number of mailings; the number of Workweeks Disputes, Objections, and Requests for Exclusion received; and other information as is required to obtain Final Approval of the Settlement and the Settlement Agreement.

5.2.2. Class Counsel and Defendant’s Counsel may review and approve any documents contemplated by the Settlement Agreement before they are mailed or sent. The Settlement Administrator may mail no documents without first receiving written approval to do so from Class Counsel and Defendant’s Counsel. The Settlement Administrator must have in place an effective information and data security protocols and/or program capable of protecting the personal information of the Putative Class Members and PAGA Releasees. In addition, the Settlement Administrator must contractually obligate itself to maintain reasonable physical, administrative, and technical controls to protect such information. Class Counsel and Defense

Counsel may object to the selection of a Settlement Administrator that does not pass the assessment process or that shall not agree to reasonable contractual commitments regarding the security of Putative Class Members and PAGA Releasees' contact information.

5.2.3. Based on the information in the Class List, and any pay and time data forwarded by Defendant (if needed), and the formula set forth in Paragraph 7 below, the Settlement Administrator shall promptly calculate the share of PAGA Payment to every PAGA Releasee and an estimated Individual Settlement Payment for every Class Member, to be included in the individualized Class Notice to be sent to that Class Member, and shall prepare and mail a spreadsheet setting forth those calculations to Defense Counsel no fewer than seven (7) calendar days before mailing of the Class Notice to the Putative Class Members and PAGA Releasees. The Class Notice will inform each Putative Class Member of his/her right to do nothing, dispute the number of Workweeks at Issue worked, opt out of the non-PAGA payment and release of non-PAGA claims or to object to the non-PAGA payment and release of non-PAGA claims.

5.2.4. Every seven (7) calendar days after mailing of the Class Notice, the Settlement Administrator shall provide regular, periodic updates to the Parties regarding the administration process. The report will list the amount of all Individual Settlement Payments to be made to the Settlement Class Members, a list by name of all Putative Class Members who timely opted out, and a list by name of all Settlement Class Members who timely objected.

5.3. **Production of Class List to the Settlement Administrator:** Subject to a Stipulated Protective Order entered into between the Parties, within **twenty-one (21) business days** following the date on which the Court enters the Preliminary Approval Order and Order Approving PAGA Settlement, Defendant will provide the Settlement Administrator with the following information for all Settlement Plaintiffs and PAGA Releasees: (a) full names, last known mailing addresses, social security number, and last known telephone numbers (if known) for each Putative Class Member and PAGA Releasee; (b) the start date and end of employment date for each Settlement Plaintiff that worked as a non-exempt or hourly-paid employee for Defendant during the applicable Settlement Period; (c) the number of Workweeks at Issue in the Settlement Period; (d) the total number of PAGA Pay Periods worked by each PAGA Releasee; and (e) any additional agreed-upon information necessary to perform payout calculations or identify Putative Class Members or PAGA Releasees as provided in this Settlement Agreement ("Class List"). If timing is an issue, Defendant reserves the right to provide the Settlement Administrator the pay and time data for

each Settlement Plaintiff, or the start and end date for each Settlement Plaintiff and permit the Settlement Administrator to calculate the number of Workweeks at Issue for each Putative Class Member or the total PAGA Pay Periods for each PAGA Releasee pursuant to the instructions provided above. The information provided to the Settlement Administrator shall be marked and considered “Confidential,” shall not be disclosed to anyone other than Defendant’s counsel and the Settlement Administrator. The Settlement Administrator will keep the list confidential, use it only for the purposes described herein, and return it to Defendant and/or destroy it upon completion of the settlement administration process.

5.4. **Notice to Putative Class Members and PAGA Releasees.** The Parties agree for settlement purposes only that, because the Putative Class Members are so numerous, it is impossible or impracticable to have each Putative Class Member execute this Settlement Agreement. Accordingly, the Class Notice will advise all Class Members of the binding nature of the release of claims and such notices shall have the same force and effect as if the Settlement Agreement were executed by each Putative Class Member.

5.4.1. **Timing.** Within **twenty (20) calendar days** after receiving the Class List from Defendant, the Settlement Administrator shall send the Court-approved Class Notice, in substantially the form attached hereto as **Exhibit A**, to all the Putative Class Members and PAGA Releasees (as applicable) via first class mail, using the Class List. Prior to the mailing of the Class Notice, the Settlement Administrator shall search the National Change of Address Database for more recent mailing addresses for each Putative Class Member and update the addresses on file in the Class List accordingly. The Class Notice shall notify Putative Class Members of their options to dispute the workweeks credited to them, request exclusion, or object to the Settlement Agreement, and notify them that the deadline to exercise these options is the Response Deadline. The Class Notice shall also state the number of Workweeks at Issue credited to each Putative Class Member and Plaintiff as a Settlement Class Member; and his or her estimated gross Individual Settlement Plaintiff based thereon. The “Response Deadline” will be the date that is **thirty (30) calendar days** from the date of initial mailing of the Class Notice. In the case a Class Notice is re-mailed via U.S. Mail, the Response Deadline shall be extended by **fifteen (15) calendar days**. For any Class Notice that is returned by the postal service with a forwarding address, the Settlement Administrator will, within **three (3) business days** of receipt of the returned notice, re-mail the Class Notice to the forwarding address. For notices that are returned as undeliverable

and/or with no forwarding address, the Settlement Administrator will, within **three (3) business days** of receipt of the returned notice, conduct a skip-trace and, if a new address is found, re-mail the Class Notice to the new address promptly. A Putative Class Member who opts out of the settlement may not object to the Settlement Agreement. All Objections to the settlement must be in writing and must be received by the Settlement Administrator by the Response Deadline. The Class Notice will also inform the Putative Class Members that if they first request exclusion from, and opt out of, the Class Settlement and then object, the objections would not be considered valid and that if the Putative Class Members objects and then request exclusion from, and opts out of the Class Settlement, the Putative Class Member would be deemed to have waived their objection. The Parties intend that reasonable means be used to maximize the probability that all Putative Class Members shall receive the Class Notice.

5.5. **Resolution of Disputes.** In the event of a dispute regarding the validity of a Putative Class Member, of their number of Workweeks at Issue, the Parties will meet and confer in an effort to reach a resolution. Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative. The Parties' decision will resolve the challenge and will constitute a final and binding determination without hearing or right of appeal. All disputes relating to Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which shall have continuing jurisdiction over the Settlement Agreement until all obligations contemplated have been fully carried out.

5.6. **Calculation of Employer Taxes.** Within **seven (7) calendar days** after the Effective Date, Settlement Administrator shall calculate all Employer Taxes and advise Defendant of the total amount that is due for Employer Taxes separate and apart from the Maximum Gross Settlement Amount. The Settlement Administrator will issue appropriate tax forms to each Settlement Class Member and PAGA Releasee consistent with the foregoing breakdown.

5.7. **Calculation of Employee's Taxes and Required Withholdings:** The Settlement Administrator shall calculate, withhold from each Individual Settlement Payment and the Service Award, and remit to applicable governmental agencies sufficient amounts as may be owed by the Settlement Class Members and Plaintiff for applicable employee taxes. The Settlement Administrator will issue appropriate tax forms to each Settlement Class Members, Plaintiff, and PAGA Releasee consistent with the foregoing breakdown. All Individual Settlement Payments

paid to Settlement Class Members, and Plaintiff shall be paid in a net amount after applicable state and federal withholdings, including payroll taxes, have been deducted.

6. PUTATIVE CLASS MEMBERS' OPTIONS IN RESPONSE TO THE CLASS NOTICE

6.1. Request Exclusion from the Class Settlement. Any Putative Class Member who wishes to be excluded from the Class Settlement may seek exclusion under this Paragraph. However, no PAGA Releasee can seek exclusion from the PAGA portion of the settlement. In order to opt out and not participate in the Class Settlement, a Putative Class Member must submit a written request to exclude him or herself from the Class Settlement ("Request for Exclusion" or "Opt Out") containing: (1) the Putative Class Member's full name, mailing address, last four digits of his or her Social Security number, and signature; (2) the case name and case number of the Operative Complaint (i.e., Case No. CIVDS2020159); (3) and a statement indicating that the Putative Class Member seeks to unambiguously exclude him or herself from the Class Settlement. The Request for Exclusion must be completed by the Putative Class Member seeking exclusion from the Class Settlement. The Request for Exclusion must be submitted to the Settlement Administrator, by U.S. mail, postmarked on or before the Response Deadline. Upon receipt of any Request for Exclusion within the Notice Period, the Settlement Administrator shall review the request to verify the information contained therein, and to confirm that the request complies with the requirements of this Settlement Agreement.

6.1.1. Opting Out of the Class Settlement. Any Putative Class Member who properly submits a timely, complete and valid Request for Exclusion using this procedure will not be entitled to an Individual Settlement Payment and will not be bound by the Settlement or have any right to object, appeal or comment thereon, except that a Putative Class Member that is also a PAGA Releasee will be bound by the release of PAGA Claims set forth in this Agreement and will be issued the PAGA Releasee's share of the PAGA Payment.

6.1.2. Not Opting Out of the Class Settlement. A Putative Class Member who does not submit a timely and valid Request for Exclusion in the manner and by the deadline specified above shall be deemed to have waived his or her right to be excluded from the Class Settlement, and shall be bound by all the terms and conditions of this Settlement Agreement, and shall also be bound by the Court's Order enjoining all Settlement Class

Members from pursuing, or seeking to reopen, any of the Released Claims against the Released Parties.

6.1.3. Until Submission of Request for Exclusion. Any Putative Class Member who fails to submit a timely, complete and valid Request for Exclusion shall be barred from opting out of this Settlement Agreement or the Settlement. The Settlement Administrator shall not review or consider any Request for Exclusion postmarked after the end of the Notice Period. It shall be conclusively presumed that, if any Request for Exclusion is not postmarked on or before the end of the Notice Period, or is not received by the Settlement Administrator, the Putative Class Member did not make the request in a timely or valid manner. Under no circumstances shall the Settlement Administrator have the authority to extend the deadline for Putative Class Members to submit a Request for Exclusion.

6.1.4. Weekly Updates. The Settlement Administrator shall give Class Counsel and Defense Counsel a weekly update on the number of Request for Exclusions it receives that week.

6.2. Objection to the Class Settlement. A Putative Class Member who does not submit a timely and valid Request for Exclusion (a “Settlement Class Member”) will have the right to object to the Class Settlement. Settlement Class Members who wish to object to the Class Settlement must submit a written statement objecting to the Class Settlement (“Objection”), containing: (1) the objector’s full name and mailing address, last four digits of his or her Social Security number, and signature; (2) the case name and case number of the Operative Complaint (i.e., Case No. CIVDS2020159) (3) a statement indicating that the Settlement Class Member objects to the Class Settlement; (4) the specific ground(s) for the objection(s); and (5) whether or not they are represented by counsel (if so, the statement shall state the name and contact information of said counsel). The Objection must be submitted to the Settlement Administrator, by U.S. mail, postmarked on or before the Response Deadline. The Settlement Administrator shall then promptly forward any Objections that it receives to Class Counsel and Defense Counsel. A Settlement Class Member who does not submit an objection in the manner and by the deadline specified above shall be deemed to have waived all objections and shall be foreclosed from making any objections to the Class Settlement, whether by appeal or otherwise. PAGA Releasees will not have the opportunity to opt out or object to the PAGA Payment and/or release of PAGA Claims

although the PAGA Payment will be subject to Court approval. Settlement Class Members who fail to timely file and serve such a written statement of objection shall be foreclosed from making any objection to this Settlement. Only Settlement Class Members may object to the Class Settlement. If an objector intends to appear at the Final Approval Hearing, either in person or through an attorney of his/her choice, he or she must also serve and file with his or her objection, a Notice of Intention to Appear. This Paragraph shall be strictly applied and enforced. Failure to comply with its terms shall render an objection ineffective and waived.

6.3. **Workweek Disputes.** A Settlement Class Member must submit a written dispute to the Settlement Administrator in order to dispute the number of Workweeks at Issue credited to him or her (“Workweek Dispute”) which must: (1) contain the Settlement Class Member’s full name, mailing address, last four digits of his or her Social Security number, and signature; (2) contain the case name and case number of the Operative Complaint (i.e., Case No. CIVDS2020159); (3) contain a statement indicating that the Settlement Class Member disputes the Workweeks at Issue credited to him or her and indicating what number of Workweeks he or she contends is correct or incorrect; and (5) attach documentation and information supporting his or her contention about the correct number of Workweeks that should be credited to him or her. The Workweek Dispute must be submitted to the Settlement Administrator, by U.S. mail, postmarked on or before the Response Deadline. The Settlement Administrator shall refer all disputes to the Parties. The Parties will meet and confer in an effort to reach a resolution. If the Parties cannot reach a resolution, they will refer the dispute to the Court for a final resolution.

6.4. **No Retaliation.** Defendant shall not retaliate against any Putative Class Member for participating in or opting out of the Class Settlement.

7. **FUNDING AND DISTRIBUTION OF THE SETTLEMENT**

7.1. **Funding of Settlement.** Within **thirty (30) business days** after the Effective Date, Defendant shall pay the settlement sum of \$1,500,000.00 and the amount that the Settlement Administrator advises is due for Employer Taxes, by transferring these amounts to a settlement account established by the Settlement Administrator for administration of the Settlement. The delivery of the Maximum Gross Settlement Amount to the Settlement Administrator plus its share of Employer’s Taxes shall constitute full and complete discharge of the entire obligation of Defendant under this Agreement. Once Defendant has made such payments, it shall be deemed to have satisfied all the terms and conditions under this Settlement Agreement, shall be entitled to all

protections afforded to Defendant under this Agreement, and shall have no further obligations under the terms of the Agreement regardless of what occurs with respect to those sums. Additionally, no Released Parties shall have any further obligation or liability to the Names Plaintiffs, PAGA Releases or Settlement Class Members under this Agreement.

7.2. **Distribution of the Settlement Funds.** The Settlement Administrator shall distribute the Individual Settlement Payments and PAGA Payments to Settlement Plaintiffs, Service Award to Plaintiff, Settlement Administration Costs to the Settlement Administrator, and Attorneys' Fees and Costs to Class Counsel, within **fifteen (15) calendar days** of receipt of funds from Defendant.

7.3. **No Claims Resulting from Payments.** No person shall have any claim of any kind whatsoever against any of the Plaintiff, Defendant, Released Parties, Defense Counsel, and/or Class Counsel, or any other agent designated by the Plaintiff or Defendant based upon distribution of the Individual Settlement Payments and the PAGA Payments (including, without limitation, the Attorneys' Fees and Costs, Service Award, etc.) made substantially in accordance with this Settlement Agreement or further orders of the Court. The Settlement Administrator shall be deemed to have timely distributed all such payments to the Settlement Class Member if it places in the mail Individual Settlement Payments for all Plaintiff Class Members and the PAGA Payments to the PAGA Releasees and the State of California LWDA by the applicable deadlines set forth in this Settlement Agreement or by the deadlines set by the Court. No person shall have any claim against the Plaintiff, the Settlement Administrator, Defendant, Class Counsel, Defense Counsel, or any other agent designated by the Plaintiff or Defendant based upon the distribution of Individual Settlement Payments and the PAGA Payments made substantially in accordance with this Agreement or further orders of the Court.

7.4. **PAGA Payment Check.** Payment to the PAGA Releasees of their portion of the PAGA Payment shall be paid to each of them by way of a check ("PAGA Payment Check"), which may be combined with the Class Settlement Payment. The PAGA Payment Check represents the portion of the civil penalties awarded directly under PAGA and may be included in conjunction with the Class Settlement Payment, or separately. The Settlement Administrator will assess how best to distribute the PAGA Payment Check.

7.5. **Class Settlement Payment.** Any Putative Class Member who wishes to become a Settlement Class Member and receive an Individual Settlement Payment must not opt out of the Class Action.

7.6 **Language on Settlement Check.** Each Individual Settlement Payment check will contain language in substantially the following form: “I understand that by cashing, depositing, or otherwise negotiating this check I will be deemed to have opted into *KAYLA MILLIGAN, and on behalf of the public as private attorneys general v. CWI, Inc. d/b/a CAMPING WORLD, a Kentucky Corporation*, Case No. CIVDS2020159 for purposes of the federal Fair Labor Standards Act (FLSA) release to the extent required to do so under applicable law for purposes of the court-approved settlement therein.”

7.7. **No Credit Toward Benefit Plans.** Except as otherwise required by applicable plan documents, the Individual Settlement Payments, Service Award, and PAGA Payment made to Plaintiff, Settlement Class Members and PAGA Releasees under this Settlement Agreement shall not be utilized to calculate any additional benefits under any benefit plans to which any Settlement Plaintiff may be eligible including, but not limited to: retirement plans, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, pension plans, or any other benefit plan. It is the Parties’ intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which Settlement Plaintiffs may be entitled under any benefit plans.

8. **RELEASE BY SETTLEMENT PLAINTIFFS**

8.1. **Release of Settlement Plaintiffs’ Claims.** After Defendant funds the Settlement Sum, each Settlement Plaintiff will be deemed to have released, waived, and discharged the Released Parties from his or her Released Claims as defined in the Settlement Agreement, which any Settlement Plaintiff has or might have, known or unknown, asserted or unasserted, of any kind whatsoever, even if presently unknown and/or un-asserted based on the same factual predicate alleged in the Operative Complaint, that occurred at any time during the Settlement Period and/or PAGA Settlement Period. Each Settlement Plaintiff further covenants and agrees that, since each Settlement Plaintiff is settling disputed claims, a Settlement Plaintiff will not accept, recover, or receive any overtime compensation, back pay, liquidated damages, exemplary damages, punitive damages, penalties, interest, attorneys’ fees and costs, other damages, or any other form of relief based on any Released Claims settled in the Settled Lawsuits, or in connection with any other

individual, class, collective, representative, administrative, or arbitral proceeding pursued by any individual, class, union, or federal, state or local governmental agency against the Released Parties for Released Claims during the Settlement Period and/or PAGA Settlement Period. Settlement Plaintiffs further acknowledge and agree that they are enjoined from pursuing any Released Claims settled as part of this settlement and will not file, cause to be filed, or affirmatively join or opt in, as a collective member, beneficiary or other participant in any Settled Lawsuits or any other claim released under the Released Claims and will not seek to obtain recovery based on the facts giving rise to the claims pled of which could have pled in the Settled Lawsuits and, if involuntarily joined in any Settled Lawsuits against Released Parties regarding claims released under the Released Claims, Settlement Plaintiffs agree to waive their rights to any recovery that may result from such Settled Lawsuits or proceeding, and not to pursue claims on their own behalf.

8.1.1. Settlement Class Release: Each Settlement Class Member who is a participating Settlement Plaintiff and has received a settlement check for their Individual Settlement Payment shall hereby knowingly, voluntarily and completely release the Released Parties, as defined in this Settlement Agreement, from/for all the Released Claims they have against the Released Parties during the Settlement Period and/or PAGA Settlement Period. Settlement Class members are bound by the Settlement Agreement regardless of whether they cash their Individual Settlement Payment.

8.1.2. Release by Plaintiff: For the purpose of implementing a full and complete release and discharge, the Plaintiff expressly acknowledges that the release given in the Settlement Agreement is intended to include, without limitation, that with respect to the Plaintiff's Released Claims, all claims that she alleged or could have alleged in the PAGA and Class Action Complaints against Defendant or the Released Parties, that she did not know or suspect at the time of execution hereof, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of the Settled Lawsuits, and that the consideration given under this Settlement Agreement is also for the release of those claims and contemplates the extinguishment of any such claims against the Released Parties. Plaintiff shall hereby knowingly, voluntarily and completely release the Released Parties as

defined in this Settlement Agreement from/for all the Plaintiff's Released Claims. Other than the Class Complaint, the PAGA Complaint, and the Individual Complaint, Plaintiff represents she has no other lawsuit, administrative complaint, or charge against the Released Parties in any local, state or federal court or administrative agency. Plaintiff further acknowledges that all claims raised in the Class Complaint and the PAGA Complaint shall be fully and finally extinguished by virtue of this Settlement Agreement and the Court's Final Approval Order. Plaintiff further represents that she will not bring any action in the future in which she seeks to recover any damages from Defendant or the Released Parties relating to or arising from Plaintiff's employment with Defendant, other than an action to enforce their rights under this Settlement Agreement. Plaintiff is bound by the Settlement Agreement regardless of whether she cashes her settlement check.

8.1.3. **Release of PAGA Claims.** Upon the Court's approval of the PAGA Payment and this release of PAGA Claims, Plaintiff and the PAGA Releasees and all persons purporting to act on the PAGA Releasees' behalf or purporting to assert a claim under or through them, hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all PAGA Claims premised in whole or in part on any of the claims set forth in Paragraph 1.5 above that arose at any time during the PAGA Settlement Period. The PAGA Releasees will be issued a check for their share of the PAGA Payment and will not have the opportunity to opt out of, or object to, the PAGA Payment and release of the PAGA Claims set forth in this Paragraph. The PAGA Releasees are bound by the release of the PAGA Claims regardless of whether they cash their PAGA Payment Check.

8.1.4. **Release of Claims by Class Counsel.** Upon receipt of Class Counsel's fees and expenses, as ordered by the Court on Final Approval of the Class Settlement, Class Counsel shall fully and finally release Defendant and the Released Parties from any and all claims for attorneys' fees and expenses arising from the Settled Lawsuits and any claims released by the Settlement Plaintiffs related to the Settled Lawsuits, whether known and unknown, whether under federal, state and/or local law, statute, ordinance, regulation, common law, or other

source of law. Class Counsel's Released Claims include, but are not limited to, claims for attorneys' fees and expenses arising from or dependent on the California Civil Code, the California Code of Civil Procedure, the California Labor Code; the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code sections 17200, *et seq.*; California Labor Code sections 2698, *et seq.*; the California common law of contract and tort, and any and all other applicable wage and hour laws, including the Fair Labor Standards Act.

8.2. **1542 Waiver and Additional Release.** In addition to the above, as of the Effective Date, and excluding the claim asserted in Plaintiff's Individual Complaint, the Plaintiff hereby waives and releases any and all provisions, rights, or benefits conferred by section 1542 of the California Civil Code, or by any other similar, comparable or equivalent laws of any other state, territory, or province of the United States or other jurisdiction, or principle of common law, that are similar, comparable or equivalent to §1542 of the California Civil Code to the fullest extent that they may lawfully waive such rights or benefits with respect to the Released Claims. Section 1542 of the California Civil Code provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff expressly acknowledges, and shall be deemed by operation of the Final Approval Order to have acknowledged, that the foregoing waiver was separately bargained for and is a material element of the Settlement Agreement and that they been advised by their attorney(s) of the contents and effect of Section 1542. Plaintiff may hereafter discover facts other than or different from those which she knows to be true with respect to the Released Claims, but Plaintiff hereby expressly fully, finally, and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent claim that would otherwise fall within the definition of Released Claims, without regard to subsequent discovery or existence of such different or additional facts. The 1542 Waiver does not apply to Putative Class Members.

8.3. **No Additional Attorneys' Fees or Costs.** The Parties agree to bear its/their own attorneys' fees and costs related to the Settled Lawsuits except as specifically provided above with

respect to the Attorneys' Fees and Costs, and Class Counsel waives any and all rights to further attorneys' fees and costs in connection with the Settled Lawsuits.

8.4. **Labor Code Sections Do Not Apply to Releases.** The Parties agree that this is a settlement of disputed claims not involving undisputed wages and that Labor Code Section 206.5 is therefore inapplicable. The Parties further agree that California Labor Code sections 206.5 and 2804 do not invalidate any provision of this Agreement, because among other things, the claims, Plaintiff's Released Claims, Released Claims, and PAGA Claims are disputed and contested, and the Settlement was bargained for at arms' length and approved by the Court.

8.5. **Binding Effect of Settlement Agreement on Settlement Plaintiffs.** Upon the Court's entry of its Final Approval Order, all Settlement Plaintiffs shall be bound by this Settlement Agreement, whether they cash their settlement check or not, and the Released Claims shall be released as against the Released Parties to the greatest extent permitted by law. In addition, unless a Class Member effectively opts out of the Settlement, he or she shall be bound by the Court's Order enjoining all Settlement Class Members from pursuing or seeking to reopen Released Claims against the Released Parties to the greatest extent permitted by law. Upon the Court's entry of its Final Approval Order and Judgment regarding the PAGA Payment and the release of the PAGA Claims, all PAGA Releasees shall be bound by the release of the PAGA Claims and the PAGA Claims shall be released as against all the Released Parties to the greatest extent permitted by law.

9. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

9.1. **Cooperation Clause.** The Parties agree to cooperate fully, completely, and promptly with each other to accomplish the terms of the Settlement Agreement, including, but not limited to, execution of documents and taking such actions as may be reasonably necessary to implement the terms of the Settlement Agreement. The Parties agree to use reasonable efforts, including all efforts contemplated by this Settlement Agreement and any other reasonable efforts that may become necessary by order of the Court, or otherwise, to effect the Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel and Plaintiff will, with the assistance and cooperation of Defendant and Defendant's counsel, take all necessary steps to secure the Court's Final Approval of the Settlement Agreement, which may include promptly filing stipulations, declaration, or requests that the Court deems

necessary, and making such appearances as the Court may deem necessary to secure the total and complete approval of this Settlement Agreement and the terms set forth herein.

9.2. **Confidentiality and Non-Disparagement.** Except as requested by the Court, the Parties and attorneys will keep the settlement confidential through preliminary approval. Thereafter, the parties will agree to make no comments to the media or otherwise publicize the terms of the settlement, including no reference to the case, the Defendant, or any description regarding the Defendant's business. This provision shall not restrict Plaintiff's counsel from responding to inquiries posed by Class Members. To that end, prior to filing of the Motion for Preliminary Approval, Class Counsel shall not discuss the terms of the Settlement Agreement or the negotiations leading to settlement with any person other than the Plaintiff, except that Class Counsel may discuss the general terms of the Settlement with the Putative Class Members. Additionally, the Parties agree that prior to the filing of a Motion for Preliminary Approval of this settlement, the only permitted disclosures of this Settlement Agreement are those mutually agreed to by the Parties and as requested by the Court. This provision shall not preclude Defendant from making any necessary corporate disclosures.

9.2.1. The Plaintiff agrees that she shall not promote, or publicize the filing of the Settled Lawsuits, the Parties' Settlement, this Settlement Agreement and its terms, or the negotiations leading to this Settlement Agreement with anyone other than the Court. Notwithstanding the foregoing, the Plaintiff may disclose the terms of this Agreement to their spouse, and to those persons to whom disclosure is necessary for the preparation of tax returns and other financial reports, and to persons to whom disclosure is ordered by a court of competent jurisdiction or otherwise required by law without specific reference to Defendant by name or any other descriptive information that could lead to the identification of Defendant. Plaintiff agrees that she may disclose the terms of the Settlement to her spouse, but only so long as she first obtain her spouse's express agreement to maintain that information in confidence without specific reference to Defendant by name or any other descriptive information that could lead to the identification of Defendant.

9.2.2. The Parties and their counsel agree that they will not issue any press releases, engage in any communications, or take any other action that would directly or indirectly provide the press or media or any litigation reporting service with information about the Settled Lawsuits, this Settlement Agreement, or the Parties' Settlement or would

otherwise enable or allow the press or other media or any litigation reporting service to learn or obtain such information. The Plaintiff and Class Counsel also agree not to post any information concerning this Settlement on the internet or social media, including Facebook, Twitter, Instagram and Snapchat. The Parties and their counsel further agree that they will not post any information regarding this Agreement or the Settlement on their internet websites or take any such action that would cause or allow such information to be posted on any other internet website or on the web.

9.2.3. Notwithstanding the foregoing, Defendant and its counsel shall not be precluded from making any disclosures required by law or in connection with an SEC filing, under generally accepted accounting principles, or in Defendant's judgment are required under the ordinary course of business, and Defendant shall also have the right to respond in reasonably general terms to inquiries from the media and investment-related entities.

9.3. **Communication by Counsel.** The Parties and their counsel agree that they shall not seek to solicit or otherwise encourage Putative Class Members to submit a Request for Exclusion or an objection to the Settlement or to appeal from the Preliminary Approval Order and Order Approving PAGA Settlement, Final Approval Order or Final Judgment. Class Counsel agrees that it shall not initiate or contact or have any communications with the Putative Class Members during the settlement approval process. Nothing shall prevent Class Counsel from responding to inquiries from Putative Class Members and PAGA Releasees. For its part, Defendant agrees that it shall not discourage Putative Class Members from participating in the settlement and shall refer any questions to the Settlement Administrator.

9.4. **Preparation of Approval Documents.** Class Counsel shall draft and file a motion seeking preliminary approval of the Settlement Agreement ("Motion for Preliminary Approval"), and if the Settlement is granted preliminary approval, a motion seeking final approval of the Settlement ("Motion for Final Approval"). Class Counsel may bring a separate motion for approval of Class Counsel's Attorneys' Fees and Costs and for approval of the Service Award. At least **seven (7) business days** prior to filing the Motion for Preliminary Approval and Motion for Final Approval, respectively, Class Counsel will provide Defense Counsel with drafts for review and approval. Parties agree to meet and confer if additional time is needed to complete drafting of approval documents and will provide each other a reasonable amount of time to complete the

drafting of said documents. Class Counsel need not provide Defense Counsel with drafts of the separate motion for approval of Class Counsel's Attorneys' Fees and Costs and for approval of the Service Award. The Parties will jointly agree on the contents and form of the contemplated proposed orders, which will be submitted to the Court in conjunction with the aforementioned motions. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, including responding to challenges by any third parties, and shall take all steps that may be requested by the Court relating to the approval and implementation of the Settlement described in this Settlement Agreement.

9.4.1. **Declaration from Settlement Administrator:** Class Counsel shall provide to the Court, at or before the Final Approval Hearing, a declaration from the Settlement Administrator confirming that the Class Notices were mailed to all Putative Class Members and PAGA Releasees as required by this Settlement Agreement, as well as any additional information Class Counsel and Defense Counsel both deem appropriate to provide to the Court.

9.5. **Resolution of Disputes Related to Drafting:** In the event of a dispute between Class Counsel and Defense Counsel regarding the content or form of the above-mentioned motions, the contemplated proposed orders, and/or any drafting issues related to this Settlement Agreement, the Parties will submit the dispute to mediator Jeff Ross, who will assist the Parties to resolve the dispute.

9.5.1. **Motion for Preliminary Approval.** Upon execution of this Settlement Agreement, Class Counsel shall submit this fully executed Settlement Agreement to the Court and shall file a motion in the Action requesting that the Court enter a Preliminary Approval Order and Order Approving PAGA Settlement, which:

- a) Approves the PAGA Settlement, including the PAGA Payment, distribution plan of the PAGA Payment, and the release of the PAGA Claims set forth in this Agreement and preliminarily approving for settlement purposes only the remaining portions of the proposed Settlement;
- b) Permanently enjoining all PAGA Releasees from pursuing or seeking to reopen the PAGA Claims against the Released Parties;
- c) Schedules a hearing on whether the proposed Settlement Agreement should be preliminarily approved as fair, reasonable and adequate to the members of the class;

- d) Schedules the Final Approval Hearing for consideration of class certification for settlement purposes and final approval of this Settlement Agreement;
- e) Preliminary approves the law firm of *James Hawkins, APLC* to serve as Class Counsel and Plaintiff Kayla Milligan to serve as the Class Representative for settlement purpose only;
- f) Preliminarily approves the Settlement Agreement and Settlement;
- g) Preliminarily approves the allocation and distribution of the Settlement Sum as stated in this Settlement Agreement;
- h) Approves as to form and content the proposed Class Notice;
- i) Directs the delivery of the Class Notice to Putative Class Members and PAGA Releasees; and
- j) Appoints and approves the Settlement Administrator as chosen by the Parties and approved by the Court, to administer the claims and settlement payment procedures required by this Settlement Agreement.

9.5.2. **Motion for Final Approval:** Class Counsel shall file a Motion for Final Approval of the settlement per the deadline to be set by the Court, and will submit a Proposed Final Approval Order and Judgment for entry by the Court if Final Approval is granted, which:

- a) Finally approves the Settlement Agreement and Settlement, determining the terms thereof to be fair, reasonable, just and adequate and directing implementation of its terms and provisions, and in the best interests of the Putative Class Members;
- b) Finally approves Class Counsel's application for an award of Attorney's Fees and Litigation Costs, as set forth herein;
- c) Enters judgment in the Class Action, forever and permanently enjoining and barring Settlement Plaintiffs from prosecuting any and all claims related to the Settled Lawsuits, and from prosecuting any and all of the Released Claims and the Plaintiff's Released Claims against any of the Released Parties, on satisfaction of all payments and obligations hereunder;
- d) Enters judgment permanently enjoining all Settlement Plaintiffs from pursuing or seeking to reopen Released Claims against the Released Parties; and require the Parties to carry out the provisions of this Settlement Agreement; and

e) Plaintiff agrees to provide this motion for final approval of the class settlement to Defendant for review no later than **seven (7) business days** before the filing date. Parties agree to meet and confer if additional time is needed to complete drafting of the final approval documents and will provide each other a reasonable amount of time to complete the drafting of said documents.

9.5.3. **Entry of Final Judgment:** The Plaintiff (or the Plaintiff jointly with Defendant) will request that the Court enter, after the Final Approval Hearing, a Final Approval Order and Judgment as agreed to by the Parties.

10. **VOIDING THE SETTLEMENT AGREEMENT**

10.1. **Right of Revocation.** If 7.5% or more of Putative Class Members who received a Class Notice validly exclude themselves from this Settlement, Defendant shall have the sole and absolute discretion and the right to rescind, void, or otherwise cancel the Settlement Agreement within **fifteen (15) business days** after the Notice Period closes and the Settlement Administrator has provided Defendant with the final list of opt-outs indicating the number of Putative Class Members that have excluded themselves or otherwise opted out of the Settlement. The Settlement Administrator shall report to the Parties' respective counsel after the mailing of the Class Notice regarding the percentage of Putative Class Members who have opted out. In the event that Defendant elects to rescind/void the Settlement, it shall provide written notice of such rescission to Class Counsel. Such rescission shall have the same effect as a termination of this Settlement Agreement for failure to satisfy a condition of settlement, and the Agreement shall become null and void and have no further force or effect, and the Class certified pursuant to this Settlement Agreement will be decertified for all purposes. If Defendant chooses to terminate the Settlement Agreement under this provision, the Parties may re-negotiate settlement terms.

10.2. **Material Conditions.** A failure of the Court to approve any material condition of this Settlement Agreement that affects a fundamental change to the Parties' Settlement Agreement, excluding the proposed Attorneys' Fees and Costs and Plaintiff's Service Award, shall render the entire Settlement Agreement voidable and unenforceable as to all Parties at the option of any of the Parties, by giving written notice to all Parties within **thirty (30) calendar days** of learning of that failure. If any of the Parties exercise their option to terminate the Settlement Agreement, the certification of the class provided for herein shall be vacated and the litigation shall proceed without prejudice to any Party's position on the issue of class certification, adequacy

of representation, standing, or any other issue. No Party or his, her, their, or its counsel shall encourage any Putative Class Member to opt out of the Class Settlement.

11. **MISCELLANEOUS PROVISIONS**

11.1. **Voluntariness.** This Settlement Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

11.2. **No Prior Assignment.** None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Plaintiff, the State of California, Class Counsel, or Defense Counsel without the express written consent of each Party. Plaintiff expressly warrants that she has not transferred to any person or entity any right or cause of action, or claim released by this Settlement Agreement.

11.3. **Representation and Warranties.** Other than the claims for fees that may arise from Plaintiff's Individual Complaint, Class Counsel and Plaintiff jointly and severally represent and warrant to Defendant that there are no attorneys beyond those named as Class Counsel who have claims for fees arising out of the Settled Lawsuits or the Settlement contemplated hereby. With respect to themselves, each of the Parties to this Settlement Agreement and or their agent or counsel represents, covenants and warrants that (a) they have full power and authority to enter into and consummate all transactions contemplated by this Settlement Agreement and have duly authorized the execution, delivery and performance of this Settlement Agreement; and (b) the persons executing this Settlement Agreement have the full right, power and authority to enter into this Settlement Agreement on behalf of the party for whom he/she has executed this Settlement Agreement, and the full right, power and authority to execute any and all necessary instruments in connection herewith, and to fully bind such party to the terms and obligations of this Settlement Agreement.

11.4. **Service or Written Notice.** Whenever, under this Settlement Agreement, a person must provide service or written notice to Defendant, Defendant's Counsel, or Class Counsel, such service or notice shall be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other Parties in writing. As to Class Counsel: James Hawkins or Samantha Smith, **James Hawkins, APLC** at 9880 Research Drive, Suite 200, Irvine, CA 92618 (e-mail: samantha@jameshawkinsaplc.com). As to Counsel for Defendant:

Rebecca Aragon or Hovannes Nalbandyan, **Littler Mendelson, P.C.**, 633 W. Fifth Street, 63rd Floor, Los Angeles, CA 90071 (e-mail: RAragon@littler.com or Hnalbandyan@littler.com).

11.5. **Severability.** If any portion of this Settlement Agreement is held legally invalid or unenforceable, such event will not render invalid or unenforceable any other portion of this Settlement Agreement, and the remainder of this Settlement Agreement will be read as though the invalid or unenforceable portion were omitted; provided, however, that such reading will not materially frustrate the intent of the Parties as evidenced in this Settlement Agreement. The Parties to this Settlement Agreement agree, covenant, and represent that each and every provision of this Agreement shall be deemed to be contractual, and that they shall not be treated as mere recitals at any time or for any purpose. Therefore, the Parties further agree, covenant, and represent that each and every provision of this Settlement Agreement shall be considered severable, except any of the “Released Claims” or “Plaintiff’s Released Claims” definitions and/or the release provisions of Paragraph 8 of this Settlement Agreement. If a court of competent jurisdiction finds any provision, other than the “Released Claims” or “Plaintiff’s Released Claims” definitions and/or the release provisions of Paragraph 8 of this Settlement Agreement, or part thereof to be invalid or unenforceable for any reason, that provision, or part thereof, shall be severed from the Settlement Agreement, and all of the remaining provisions of this Settlement Agreement shall remain in full force and effect. If a court of competent jurisdiction finds the release definitions and provisions of this Settlement Agreement to be unenforceable or invalid as against a specific Settlement Class Member, then this Settlement Agreement shall become voidable as to that specific Settlement Class Member and the payments to be made pursuant to this Settlement Agreement to that Settlement Class Member shall be added back to the Net Settlement Amount to be distributed *pro rata* to the remaining Settlement Class Members.

11.6. **Continuing Jurisdiction.** The Court that approves the Settlement Agreement shall retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement, and all Settlement Plaintiffs, for the administration and enforcement of this Settlement Agreement.

11.7. **Choice of Law.** The enforcement of this Settlement Agreement shall be governed and interpreted by and under the laws of California, without regard to otherwise applicable principles of conflicts of laws, whether or not any Party is or may hereafter be a citizen or resident of, or may have been employed by Defendant in, another state.

11.8. **Entire Agreement.** This Settlement Agreement, and the Exhibits attached hereto, contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Settlement Agreement other than those expressly set forth or referred to herein. Unless expressly indicated otherwise in this Settlement Agreement, this agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the subject matter hereof. The Settlement Agreement also supersedes the MOU signed by the Parties on June 18, 2021.

11.9. **Amendments/Modifications/Extensions of Time.** This Settlement Agreement constitutes the entire agreement of the Parties concerning the subjects contained herein. This Settlement Agreement may not be changed or altered except in writing signed by or on behalf of all Parties and upon approval by the Court, except that the Parties, acting through counsel, may agree upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement. No waiver, modification or amendment of this Settlement Agreement shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent in such written waiver, modification or amendment, subject to any required Court approval. To the extent any non-substantive amendments or modifications are needed to enforce the Settlement Agreement, and the Parties' counsel agree that the amendments are non-substantive, this Settlement Agreement may be amended or modified only by a written instrument signed by both Defense Counsel and Class Counsel or their successors-in-interest.

11.10. **Waiver of Compliance.** Any failure by any Party to insist upon the strict performance by the other party of any of the provisions of this Settlement Agreement shall not be deemed or operate as a waiver of, or estoppel with respect to, any subsequent or other failure of any of the other provisions of this Settlement Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any of the provisions of this Settlement Agreement.

11.11. **Binding Agreement.** This Settlement Agreement shall be binding upon, and inure to the benefit of, the Parties and their affiliates, agents, employees, beneficiaries, heirs, executors, administrators, successors, predecessors and assigns.

11.12. **Construction.** The Parties have had a full opportunity to negotiate the terms and condition of this Settlement Agreement, have both contributed to the preparation of this

Agreement, and have engaged in arms-length negotiations with each other. Accordingly, this Settlement Agreement shall not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Settlement Agreement. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties. The Parties explicitly recognize and adopt California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), and/or applicable federal law counterpart, which provide that a written agreement is to be construed according to its terms, and may not be varied or contradicted by extrinsic evidence, and agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this Settlement Agreement.

11.13. **Fair Settlement.** Plaintiff, Defendant, Class Counsel, and Defense Counsel believe that this Settlement Agreement reflects a fair, reasonable, and adequate settlement of the Settled Lawsuits and have arrived at this Agreement through arms' length negotiation, taking into account all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.

11.14. **Captions, Headings, and Exhibits.** The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience or reference, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Settlement Agreement. The captions or headings shall not affect the construction or interpretation of any part of this Settlement Agreement. The terms of this Settlement Agreement include the terms set forth in the **Exhibit A** attached, which are incorporated by this reference as though fully set forth herein. **Exhibit A** to this Settlement Agreement are an integral part of the Settlement.

11.15. **No Reliance on Representations.** The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Settlement Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, or other third parties with regard to the subject matter or effect of this Agreement or otherwise, other than those specifically stated in this written Agreement, or any of their rights or asserted rights, or with regard to the advisability of making and executing this Settlement Agreement, or with respect to any such matters. Other than the contents of this Settlement Agreement, no representations, warranties, or inducements have been made to any

Party concerning this Settlement Agreement. This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements and understandings, written or oral, between the Parties pertaining to the subject matter hereof, including the MOU entered by the Parties on June 18, 2021.

11.16. **Destruction and/or Return of Evidence.** Upon distribution of the Settlement Funds to the Settlement Administrator and within the requirements under the California Rules of Professional Conduct, the Parties and their counsel shall destroy all documents produced during formal or informal discovery, which necessarily include all confidential documents related to the Settled Lawsuits, the litigation, and this Settlement.

11.17. **Acknowledgement of Future Legislation.** Each Party recognizes that legislation, could affect the outcome of the Settled Lawsuits. The Parties, nevertheless, enter into this Settlement to avoid risk of loss and to avoid uncertainty with the interpretation, nature, and applicability of future legislation, and agree that any further legislation will not affect the terms of this Settlement

11.18. **Signatures/Authority to Execute and Sign.** The person or persons signing this Settlement Agreement on behalf of Defendant represents and warrants that he/she/they are authorized to sign this Settlement Agreement on behalf of Defendant. The Plaintiff represents and warrants that she is authorized to sign this Settlement Agreement and that she have not assigned any claim covered by this Settlement Agreement to a third-party. Plaintiff, by signing this Settlement Agreement, is bound by the terms herein and further agrees not to submit any Request for Exclusion from or Notice of Objection to the Settlement. Any such Request for Exclusion or Notice of Objection shall therefore be void and of no force or effect. The Parties further represent and warrant that they are competent to enter into this Settlement Agreement and have the full right, power, and authority to enter into and perform the obligations herein.

11.19. **Handwritten Signature/Electronic Signature.** The Parties shall execute and sign this Settlement Agreement with a handwritten signature. The Parties are required to acquire a “wet signature” for purposes of executing the Settlement Agreement. If Plaintiff is unable to provide a handwritten or “wet signature,” then the following conditions apply for any electronic signatures:

- i. The electronic signature system and processes Counsel for Settlement Plaintiffs used to obtain the Plaintiff’s signature must comply with the federal ESIGN Act and any state laws regarding the use or adoption of electronic signatures;

- ii. Plaintiff consents, and hereby acknowledges such consent, to using electronic signatures for this purpose (a requirement under both the federal and state laws);
- iii. Class Counsel have selected and implemented a method in their electronic signature system to authenticate Plaintiff's identity and to ensure that her submitted electronic signature is in fact the Plaintiff's signature;
- iv. Class Counsel has and will maintain records of the system and the process used to present the Settlement Agreement to the Plaintiff and obtain and record Plaintiff's signature, and they will maintain and provide such records to Defense counsel and Defendant if needed to allow them to lay the foundation for the admission of the Settlement Agreement into evidence;
- v. Plaintiff waives any objections to the admission of the Settlement Agreement in any later action to enforce the terms of the agreement based on the electronic signature process; and
- vi. Plaintiff and Class Counsel agree to indemnify and hold Defendant and Defense counsel harmless from any loss, cost, damage or expense (including attorneys' fees) resulting from Defendant's inability to enforce the Settlement Agreement and the release contained in herein based on fraudulent signatures of Plaintiff, or any other issues that result from Plaintiff's providing an electronic signature.

11.20. **Execution of Agreement/Counterparts.** This Settlement Agreement shall become effective immediately upon its execution subject to subsequent Court approval. The Parties or authorized signatories may execute this Settlement Agreement in counterparts, and execution in counterparts shall have the same force and effect as if Class Counsel, Defense Counsel, Plaintiff, and Defendant had signed the same instrument. Any signature made and transmitted by facsimile, or other electronic means, for the purpose of executing this Settlement Agreement shall be deemed an original signature for purposes of this Settlement Agreement and will be binding upon the Party whose counsel transmits the signature page by facsimile, or other electronic means. Each counsel or other person executing this Settlement Agreement or any of its exhibits on behalf of any Party warrants, and promises that such person has the authority to do so. Any person executing this Settlement Agreement or any such related documents on behalf of a corporate signatory warrants and promises for the benefit of all Parties hereto that such person has

been duly authorized by such corporation to execute this Settlement Agreement or any such related documents.

11.21. **Signature of all Settlement Plaintiffs Unnecessary to be Binding.** The Parties agree that because the Putative Class Members are so numerous, it is impossible or impractical to have each Settlement Plaintiff execute this Settlement Agreement. More, it is not practical to have each Settlement Plaintiff sign this Settlement Agreement. The Class Notice will advise all Putative Class Members of the binding nature of the release provided herein as to the Settlement Plaintiffs and shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Plaintiff. The only Putative Class Members who will not be bound by the terms of this Agreement are those who submit a timely and valid Request for Exclusion.

11.22. **Action to Enforce Agreement.** In any suit or court action to enforce the terms of this Settlement Agreement, the prevailing party shall be entitled to recover her or its attorneys' fees and costs.

11.23. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement, and that Defendant may distribute funds to the Settlement Administrator, who in turn will distribute funds to the Settlement Plaintiffs, PAGA Releasees, Class Counsel, and the Plaintiff as provided by this Settlement Agreement.

11.24. **Interim Stay of Proceedings.** The Parties agree to stay all proceedings in the Class Action, except such proceedings necessary to implement and complete the Settlement and Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

IN WITNESS WHEREOF: the undersigned duly executed this Settlement Agreement as of the date(s) indicated below:

APPROVED AND ACCEPTED.
BY: PLAINTIFF KAYLA MILLIGAN

Dated: _____

KAYLA MILLIGAN

[Signatures Continued onto Next Page]

been duly authorized by such corporation to execute this Settlement Agreement or any such related documents.

11.21. **Signature of all Settlement Plaintiffs Unnecessary to be Binding.** The Parties agree that because the Putative Class Members are so numerous, it is impossible or impractical to have each Settlement Plaintiff execute this Settlement Agreement. More, it is not practical to have each Settlement Plaintiff sign this Settlement Agreement. The Class Notice will advise all Putative Class Members of the binding nature of the release provided herein as to the Settlement Plaintiffs and shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Plaintiff. The only Putative Class Members who will not be bound by the terms of this Agreement are those who submit a timely and valid Request for Exclusion.

11.22. **Action to Enforce Agreement.** In any suit or court action to enforce the terms of this Settlement Agreement, the prevailing party shall be entitled to recover her or its attorneys' fees and costs.

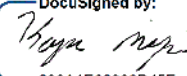
11.23. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement, and that Defendant may distribute funds to the Settlement Administrator, who in turn will distribute funds to the Settlement Plaintiffs, PAGA Releasees, Class Counsel, and the Plaintiff as provided by this Settlement Agreement.

11.24. **Interim Stay of Proceedings.** The Parties agree to stay all proceedings in the Class Action, except such proceedings necessary to implement and complete the Settlement and Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

IN WITNESS WHEREOF: the undersigned duly executed this Settlement Agreement as of the date(s) indicated below:

APPROVED AND ACCEPTED.
BY: PLAINTIFF KAYLA MILLIGAN

10/21/2021
Dated: _____

DocuSigned by:

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KAYLA MILLIGAN

[Signatures Continued onto Next Page]

BY: DEFENDANT CWI, INC. D/B/A CAMPING WORLD

On behalf of CWI, INC. and the Released Parties

Dated: _____

Signature

Print Name

Title

APPROVED AS TO FORM AND CONTENT:

Dated: October 22, 2021

JAMES HAWKINS, APLC

Samantha Smith

James Hawkins

Samantha Smith

Attorneys for Plaintiff, Putative Class
Members, and PAGA Releasees

Dated: _____, 2021

LITTLER MENDELSON, P.C.

Rebecca Aragon

E. Cliff Martin

Hovannes G. Nalbandyan

Laura E. Schneider

Attorneys for Defendant

4841-0393-2146.1 / 099507-1015

BY: DEFENDANT CWI, INC. D/B/A CAMPING WORLD

On behalf of CWI, INC. and the Released Parties

Dated: October 15, 2021

Lindsey J. Christen
Signature

Lindsey J. Christen
Print Name

SVP, General Counsel
Title

APPROVED AS TO FORM AND CONTENT:

Dated: _____, 2021

JAMES HAWKINS, APLC

James Hawkins
Samantha Smith
Attorneys for Plaintiff, Putative Class
Members, and PAGA Releasees

Dated: October 18, 2021

LITTLER MENDELSON, P.C.

Rebecca Aragon
Rebecca Aragon
E. Cliff Martin
Hovannes G. Nalbandyan
Laura E. Schneider
Attorneys for Defendant

EXHIBIT A

NOTICE OF CLASS ACTION AND PRIVATE ATTORNEY GENERAL ACT (“PAGA”) SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

Kayla Milligan, et al. v. CWI, Inc. d/b/a Camping World, et al., Case No. CIVDS2020159 (San Bernardino Superior Court)

IF YOU WORKED AS AN HOURLY OR NON-EXEMPT EMPLOYEE AT CWI, INC. D/B/A CAMPING WORLD IN THE STATE OF CALIFORNIA DURING THE PERIOD SPECIFIED BELOW, YOU MAY BE ENTITLED TO PAYMENT FROM A PROPOSED CLASS ACTION AND PAGA SETTLEMENT. YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

YOU WILL RECEIVE AN ESTIMATED AMOUNT OF [INSERT] IF YOU ELECT TO PARTICIPATE IN THE SETTLEMENT.

**PLEASE READ THIS NOTICE CAREFULLY.
THIS NOTICE COULD AFFECT YOUR LEGAL RIGHTS.
YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT.**

A court authorized this Notice. This is not a solicitation from a lawyer.

1. Why Did I Get This Notice?

A proposed class action and PAGA settlement (the “Settlement”) has been reached in *Milligan, et al. v. CWI, Inc. d/b/a Camping World, et al.*, Case No. 5:20-cv-01847-MWF (SHKx) (C.D. Cal.) and *Milligan, et al. v. CWI, Inc. d/b/a Camping World, et al.*, Case No. CIVDS2020159 (San Bernardino Superior Court) (collectively, the “Lawsuits” or “Settled Lawsuits”). You received this Notice of Settlement (“Notice”) because the records of CWI, Inc. (“CWI” or “Defendant”) show you performed work as an hourly or non-exempt employee at a CWI location in the following state and related period:

- **California:** July 8, 2016 through the date of the preliminary approval hearing of the Settlement, or when the Workweeks at Issue exceed 49,437 workweeks, whichever is earlier.

For purposes of this Settlement, “Workweeks at Issue” shall be defined to include all workweeks that were worked (excluding vacation and leave of absence) during the Settlement Period as an hourly or non-exempt employee of CWI.

Because you fit this definition, **you are entitled to receive money from the Settlement, as described below.** This Notice explains the details of the Settlement. The Notice also describes how you can participate in the Settlement, and how you can opt-out or object to the Settlement (if you choose to do so).

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The San Bernardino Superior Court has preliminarily approved the Settlement as fair and reasonable. The Court will hold a Final Approval hearing on [REDACTED], 202[REDACTED] at [REDACTED]:00 a.m. before the Honorable David Cohn at the Complex Litigation Department for the Superior Court of the State of California, County of San Bernardino, Department S-26, 247 West Third Street, San Bernardino, CA 92415-0210.

IF YOU WISH TO PARTICIPATE IN THIS SETTLEMENT OF THE CLASS ACTION, YOU DO NOT NEED TO DO ANYTHING; A CHECK FOR YOUR SHARE OF THE SETTLEMENT FUNDS WILL BE MAILED TO YOU FOLLOWING FINAL COURT APPROVAL OF THE SETTLEMENT.

2. What are these Lawsuits About? Description of the Lawsuits.

On July 8, 2020, Plaintiff Kayla Milligan filed a class action complaint in the Superior Court of the State of California, for the County of San Bernardino, Case No. CIVDS2013999, in which she alleged (1) Failure to Pay Wages, (2) Failure to Provide Meal Periods As Required, (3) Failure to Provide Rest Periods as Required, (4) Failure to Pay Timely Wages, (5) Failure to Provide Accurate Itemized Wage Statements, (6) Failure to Provide Suitable Seating, and (7) Violation of California Business & Professions Code §§ 17200, et seq. (“Class Complaint” or “Class Action”). On September 9, 2020, the Class Action was removed to the United States District Court, Central District of California, Case No. 5:20-cv-01847-MWF-SHK.

On September 22, 2020, Plaintiff filed a PAGA complaint in the Superior Court of the State of California, San Bernardino County, Case No. CIVDS2020159, in which she alleged the following causes of action: (1) Violation of California Labor Code sections 2698, et seq. (Private Attorney General Act of 2004), which includes allegations of (a) Failure to Pay All Wages Owed, Including Minimum Wage and Overtime, (b) Failure to Provide Lawful Meal Periods or Compensation in Lieu Thereof, (c) Failure to Authorize or Permit Lawful Rest Periods or Provide Compensation in Lieu Thereof, (d) Willful Failure to Provide Accurate Semi-Monthly Itemized Wage Statements, (e) Failure to Pay All Wages Due Upon Separation of Employment, and (f) Failure to Provide Suitable Seating (hereinafter, “PAGA Complaint” or “PAGA Action”). The PAGA Complaint includes alleged violations of California Labor Code Sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198, 2698 et seq. applicable IWC Wage Orders and California Code of Regulations, Title 8 section 11000 et seq.

On [REDACTED], 2021, the Parties filed a Joint Stipulation to request that the Court grant Plaintiff leave to file a First Amended Complaint in the PAGA Action, which shall be filed no later than [REDACTED], 2021. The First Amended Complaint (hereinafter, “Operative Complaint”) will consolidate the Class Action and PAGA Action so that both matters are pending in the San Bernardino Superior Court, Case No. CIVDS2020159.

CWI categorically denies all of the allegations in this Lawsuits and Operative Complaint. CWI has asserted legal and factual defenses to Plaintiff’s claims. To that end, CWI has denied and continues to deny each, and all of the allegations, claims, and contentions alleged by the Plaintiff in the

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Lawsuits. Defendant has expressly denied and continues to deny all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts or omissions alleged in the Lawsuits. Defendant contends that it complied in good faith with wage and hour laws and has dealt legally and fairly with Plaintiff and putative class members. Nothing in this Notice of proposed Settlement shall be construed as an admission, concession, or indication by or against CWI or anyone else of any fault, wrongdoing or liability whatsoever. CWI further contends that the Plaintiff's claims do not meet the requirements for class certification. The Parties reached the proposed Settlement because they recognize the risks, distractions, and costs associated with litigation. The Court has not expressed an opinion regarding the merits of Plaintiff's claims or CWI's liability.

This Settlement is the result of good faith, arm's length negotiations between Milligan and CWI, through their respective attorneys. Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and in the best interests of the Settlement Class Members. This Settlement is a compromise and is not an admission of liability on the part of CWI. By agreeing to settle, CWI does not admit, and expressly denies, liability on any of the factual allegations or claims in the Lawsuits.

The Settlement Administrator has created a Settlement website, which can be accessed at www._____.com. The Settlement website contains a copy of the Settlement Agreement, all papers filed by Class Counsel to obtain Court approval of the Settlement Agreement, and the Notice of Settlement (in generic form). The Settlement website also provides contact information for Class Counsel and the Settlement Administrator.

For the Settlement to be effective, the Court must approve the terms of the Settlement described below as fair and reasonable to the Settlement Class. The Settlement will affect all Settlement Class Members and PAGA Releasees¹.

3. What Are the Terms of the Settlement?

CWI has agreed to pay **\$1,500,000.00** to settle all aspects of this Lawsuits (the "Maximum Gross Settlement Amount"), inclusive of the claims of all Settlement Class Members and PAGA Releasees. Deductions from this amounts will be made for attorneys' fees and costs for Class Counsel (see below), settlement administration costs (estimated to be **\$20,000.00**), and the Service Award in an amount not to exceed **\$10,000.00** to the Plaintiff for her service to the Putative Class Members and PAGA Releasees, and for her general release of claims. After deductions of these amounts, what remains of the Maximum Gross Settlement Amount (the "Net Settlement Amount") will be available to pay monetary Settlement awards to the PAGA Releasees, and the Putative Class Members who do not opt out of the Settlement Class (i.e., "Settlement Class Members").

¹ "PAGA Releasees" is defined in Section 3, below.

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The following persons will be eligible to receive a monetary award from the Net Settlement Amount:

1. Settlement Class Members:
 - All individuals who worked as hourly or non-exempt employees at CWI locations or retail stores in the state of California at any time from July 8, 2016 through the date of the Preliminary Approval hearing of the Settlement, or when the Workweeks at Issue exceed 49,437 workweeks, whichever is earlier;
2. Plaintiff Kayla Milligan
3. PAGA Releasees (any individual who was employed with CWI within the State of California from July 7, 2019, through and including the Preliminary Approval hearing date or up to when the Workweeks at Issue exceed 49,437, whichever is earlier).

4. How Will the Net Settlement Amount Be Divided for Participating Individuals?

Settlement Class Members will receive a *pro rata* share of the Net Settlement Amount, as follows:

- Settlement Class Members who worked in California will receive a *pro rata* share of the California Net Settlement Amount based on their respective number of California Workweeks in the Settlement Period as compared to the total California Workweeks of all Settlement Class Members in the Settlement Period.

PAGA releasees will receive a *pro rata* share of the PAGA Payment based on the number of PAGA Pay Periods worked by a PAGA Releasee as a fraction of the total PAGA Pay Periods worked of all PAGA Releasees.

- The parties have agreed to a PAGA Payment of \$125,000.00, of which an amount of \$93,750.00 shall be paid to the State of California Labor and Workforce Development Agency (“LWDA”). This amount is 75% of the \$125,000.00 PAGA Payment that the Parties have agreed is to be paid in settlement of all claims for civil penalties under PAGA.
- The remaining 25% of the \$125,000.00 PAGA payment, which amounts to \$31,250.00 of the PAGA Payment, shall be distributed *pro rata* to all PAGA Releasees.
- PAGA Releasees will **not** have the opportunity to opt out or object to the PAGA Payment and/or release of PAGA Claims set forth in the Settlement Agreement although the PAGA Settlement will be subject to Court approval.
- At the time of this Notice, there are approximately 11,050 PAGA Pay Periods at issue.

To the extent that individuals are both Settlement Class Members and PAGA Releasees, they are eligible to receive both an Individual Settlement Payment and a *pro rata* share of the PAGA Payment pursuant to the above.

5. How Much Can I Expect to Receive?

As a Settlement Class Member, you will receive an Individual Settlement Payment if the Court grants Final Approval of the Settlement and if you do not opt-out from the Settlement, as discussed

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in this Notice. You do not have to *opt into* the Lawsuits to receive your Individual Settlement Payment check – it will automatically be sent to you.

According to records maintained by CWI, your Individual Settlement Payment is estimated to be at least \$[REDACTED]. If applicable, your *pro rata* share of the PAGA Payment is: [REDACTED]. This amount is an estimated amount and your final Settlement payment may differ from this amount (i.e., it could be higher or lower) depending on orders from the Court. This amount is based on the following number of Workweeks and/or the Pay Periods you worked for CWI as a Settlement Class Member as shown by company records:

You have an estimated [REDACTED] Workweeks as a Settlement Class Member.

If you wish to dispute the number of Workweeks as shown here, your written dispute must (1) contain your full name, mailing address, last four digits of your Social Security number, and signature; (2) contain the case name and case number of the Operative Complaint (i.e., Case No. CIVDS2020159); (3) contain a statement indicating that you dispute the Workweeks credited to you and indicating what number of Workweeks you contend is correct or incorrect; (4) the state at issue (California); and (5) attach documentation and information supporting your contention about the correct number of Workweeks that should be credited you. Unless you present convincing evidence proving you worked more Workweeks than shown by CWI's records, your Individual Settlement Payment will be determined based on CWI's records. Your Workweek Dispute must be submitted to the Settlement Administrator by U.S. mail. Any disputes must be postmarked by [REDACTED], 2021, and should be mailed to *Milligan v CWI, Inc. Settlement*, c/o Settlement Administrator, [REDACTED]. The Settlement Administrator will notify you of the decision on the dispute.

For tax reporting purposes, Individual Settlement Payment payments to Settlement Class Members will be allocated 33.33% as wages, 33.33% as civil penalties and liquidated damages, and 33.33% as interest. In the event that any taxing body determines that different amounts should have been withheld from your Individual Settlement Payment, you will be responsible for the payment of any additional employee-side taxes, interest, or penalties. None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Settlement Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement.

If you participate in the Settlement, you will have 180 days to cash the Individual Settlement Payment check that will be sent to you. In the event that any Individual Settlement Payment checks are not deposited, cashed, or otherwise negotiated within the 180-day period, it shall be void. Any failure of a Settlement Plaintiff to deposit a check shall not affect the enforceability of the release of all wage and hour claims, as the Parties jointly agree that valid consideration for same is the offer of monetary consideration by means of the offer of settlement and mailing of settlement checks. If at the conclusion of the 180-day check void period there are any uncashed checks, those monies of the California portion of the Individual Settlement Payment checks will escheat to the State of California Controller's Office to be held in the name of the Settlement Class Member who

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is the payee of the check.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Individual Settlement Payment check. If you fail to keep your address current, you may not receive your Individual Settlement Payment check.

6. What Claims Will Be Released?

After CWI funds the Settlement Sum, Settlement Class Members will be deemed to have released, waived, and discharged the claims as follows (the “Released Claims”) against CWI, Inc. d/b/a Camping World, and its present and former parent companies, present owners, former owners, subsidiaries, and each of their past and present shareholders, officers, directors, managers, employee benefit plans sponsored or maintained by any of the foregoing, employees, beneficiaries, agents, attorneys, representatives, accountants, insurers, reinsurers, carriers, guarantors, successors in interest, predecessors in interest, trustees, fiduciaries, administrators, and assigns, and any other individual or entity which could be jointly liable with (the “Released Parties”):

All claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or unknown, suspected or unsuspected, relating to the allegations that were asserted, or could have been asserted, based on the facts alleged in the Settled Lawsuits against the Released Parties, during the Settlement Period. The scope of the Released Claims by each Settlement Plaintiff is meant to be as broad as possible, with respect to claims that are asserted or could have been asserted based on the same factual predicate alleged in the Complaints, and includes all wage and hour claims that were or could have been asserted in the Class Action, LWDA Letter, or PAGA Action based on the facts alleged therein. Such allegations include assertions that Settlement Plaintiffs were not properly or timely compensated for all hours worked, and were subject to wage and hour law violations, regardless of whether such claims arise under California law, common law, local law, federal, statute, ordinance, regulation, or applicable wage and hour law, through and including the Preliminary Approval hearing date or up to when the Workweeks at Issue exceed **49,437 workweeks**, whichever is earlier. Such Released Claims include, but are not limited to, the causes of action alleged in the Complaints, which are asserted as follows: **(1)** Failure to Pay All Lawful Wages Including Overtime (Labor Code §§ 226.7, 510, 558, 1194, 1197.1, and applicable IWC Wage Orders); **(2)** Failure to Provide Meal Periods Or Compensation In Lieu Thereof (Labor Code §§ 226.7, 512, and applicable IWC Wage Orders); **(3)** Failure to Provide Rest Periods or Compensation In Lieu Thereof (Labor Code §§ 226.7, and applicable IWC Wage Orders); **(4)** Failure to Pay Timely Wages (Labor Code §§201-203); **(5)** Failure to Provide Accurate Itemized Wage Statements (Labor Code §§ 204, 226(a), and applicable IWC Wage Orders); **(6)** Failure to Provide Suitable Seating, **(7)** Violation of California Business & Professions Code §§ 17200, *et seq.*; and **(8)** Violation of California Labor Code sections 2698, *et seq.* (Private Attorney General Act of 2004), which includes allegations of (a) Failure to Pay All Wages Owed, Including Minimum Wage and Overtime, (b) Failure to Provide Lawful Meal Periods or Compensation in Lieu Thereof, (c) Failure to Authorize or Permit Lawful Rest Periods or Provide Compensation in Lieu Thereof, (d) Willful Failure to Provide Accurate Semi-Monthly Itemized Wage Statements, (e) Failure to Pay All Wages Due Upon Separation of Employment,

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and (f) Failure to Provide Suitable Seating, and any incorporated or related claims, which includes but are not limited to the claims asserted through the Settled Lawsuits, the Complaints, or through any applicable California Industrial Welfare Commission Wage Orders, California Labor Codes (including but not limited to California Labor Code Sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198, 2698-2699.5, et seq.), applicable IWC Wage Orders and California Code of Regulations, Title 8 section 11000 et seq., the California Business and Professions Code §§ 17200 et seq., any claims under the Fair Labor Standards Act (“FLSA”) for unpaid wages (including minimum wages, premium pay, regular wages and overtime pay), miscalculated wages, improper deductions, improper itemized wage statements, improper payroll records maintenance and failure to pay all wages due at the time of termination, and all other applicable wage and hour laws. The settled claims includes any and all claims for relief, whether suspected or unsuspected, which Plaintiff or any Settlement Class Member have had, now have, or may discover in the future against the Released Parties or any of them for any or all claims alleged in the Class Action, LWDA Letter, or PAGA Action or which could have been alleged in the Settled Lawsuits based on the allegations, facts, matters, transactions or occurrences alleged therein, specifically including without limiting the generality thereof: claims for missed or unpaid meal periods or rest periods; failure to pay all wages owed (including without limitation, failure to pay the regular rate of pay, overtime pay, double time pay, premium pay and/or otherwise properly calculated overtime); any claim for failure to properly pay vacation pay; late payment of wages, frequency of pay, improper rounding of time records, any claim for failure to properly pay all wages upon termination; paystub claims; waiting time penalties; failure to maintain records; failure to keep accurate and complete payroll records; and PAGA penalties, FLSA claims, and/or unfair competition claims based on the foregoing. The release of the foregoing claims extends to all theories of relief regardless of whether the claim is, was or could have been alleged as separate claims, causes of action, lawsuits or based on other theories of relief, whether under federal law, state law or common law (including, without limitation, as violations of the California Labor Code, the Wage Orders, applicable regulations, California’s Business and Professions Code section 17200 or under California’s Private Attorney General Act), or any other wage and hour law arising under state, common law, local law, statute, federal law, ordinance, regulation, or benefits based upon and within the above defined scope of claims released. The settled claims includes all types of relief available for the above-referenced claims, including, without limitation, any claims for damages, restitution, losses, penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, willful exemplary damage, injunctive relief, declaratory relief, or liquidated damages. Settlement Plaintiffs also release claims against Released Parties for attorneys’ fees, costs and expenses related to this litigation, beyond those provided for or contemplated as part of this Settlement Agreement. Notwithstanding the foregoing, nothing in this Settlement Agreement releases any claims that may not be released as a matter of law.

Upon the Court’s approval of the PAGA Payment and the release of PAGA Claims, Plaintiff and the PAGA Releasees and all persons purporting to act on the PAGA Releasees’ behalf or purporting to assert a claim under or through them, hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all PAGA Claims premised in whole or in part on (1) Violation of California Labor Code sections 2698, et seq. (Private Attorney General Act of 2004),

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which includes allegations of (a) Failure to Pay All Wages Owed, Including Minimum Wage and Overtime, (b) Failure to Provide Lawful Meal Periods or Compensation in Lieu Thereof, (c) Failure to Authorize or Permit Lawful Rest Periods or Provide Compensation in Lieu Thereof, (d) Willful Failure to Provide Accurate Semi-Monthly Itemized Wage Statements, (e) Failure to Pay All Wages Due Upon Separation of Employment, and (f) Failure to Provide Suitable Seating, and any incorporated or related claims. The PAGA Releasees will be issued a check for their share of the PAGA Payment and will **not** have the opportunity to opt out of, or object to, the PAGA Payment and release of the PAGA Claims set forth in this Paragraph. The PAGA Releasees are bound by the release of the PAGA Claims regardless of whether they cash their PAGA Payment Check

7. What Are My Rights?

- **Do Nothing:** You will receive your Individual Settlement Payment check and will be bound by the Settlement including its release provisions. Settlement Class Members who do not timely exclude themselves from the Settlement will be bound by the Settlement.
- **Opt-Out:** If you do not wish to be bound by the Settlement as a Settlement Class Member, you must submit a written Request for Exclusion from the Settlement (“opt-out”), postmarked by [REDACTED]. The written Request for Exclusion must contain your full name, mailing address, last four digits of your Social Security number, and signature, the case name and number of the Operative Complaint (i.e., Case No. CIVDS2020159), a statement indicating that you seek to exclude yourself from the Class Settlement, and the state that the Putative Class Member is trying to Opt-Out of. No opt-out request may be made on behalf of a group. The Request for Exclusion must be sent by mail to the Settlement Administrator at *Milligan v CWI, Inc.* Settlement, c/o Settlement Administrator, [REDACTED]. **If you request exclusion (opt out) of the Settlement, you will not be entitled to any Settlement payment, you will not be bound by the Settlement, and you will not have any right to object, appeal or comment on the Settlement, except that a Putative Class Member that is also a PAGA Releasee will be bound by the release of PAGA Claims set forth above and will be issued the PAGA Releasee’s share of the PAGA Payment.**
- **Object:** If you received this Notice and wish to object to the Settlement, you must submit a written statement objecting to the Class Settlement postmarked by [REDACTED]. The statement must be signed by you and state: (i) your full name; (ii) your mailing address; (iii) last four digits of your Social Security number; (iv) your signature, (v) the case name and number of the Operative Complaint (i.e., Case No. CIVDS2020159), (vi) a statement indicating that you object to the Class Settlement, (vii) the specific grounds for the objection, (viii) whether or not you are represented by counsel (if so, state the name and contact information of your counsel); and (ix) the state at issue. The objection must be sent by mail to the Settlement Administrator at *Milligan v CWI, Inc.* Settlement, c/o Settlement Administrator, [REDACTED]. **If you object to the Settlement, you cannot opt out of the Settlement, and you will be bound by the terms of the Settlement in the event that the Court denies your objection.**

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If you mail a written objection, you may also, if you wish, appear at the Final Approval hearing to discuss your objection with the Court.

8. Can CWI Retaliate Against Me for Participating in the Settlement?

No. Your decision as to whether or not to participate in the Settlement will in no way affect your work or employment with CWI or future work or employment with CWI. It is unlawful for CWI (or any other employer) to take any adverse action against you as a result of your participation in this Settlement.

9. Who Are the Attorneys Representing the Class in the Lawsuits?

Named Plaintiff, Putative Class Members, and Settlement Class Members are represented by the following attorneys acting as Class Counsel:

James R. Hawkins (SBN 192925)
Samantha A. Smith (SBN 233331)
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676

10. How Will the Attorneys for the Class Be Paid?

Class Counsel will be paid from the Gross Settlement Amount of \$1,500,000.00. You do not have to pay the attorneys who represent the Settlement Classes. The Settlement Agreement provides that Class Counsel will receive attorneys' fees of up to one third (1/3) of \$1,500,000.00 (*i.e.*, \$500,000.00) plus their out-of-pocket costs, up to \$30,000.00. Class Counsel will file a motion for attorneys' fees and costs with the Court. The amount of attorneys' fees and costs awarded will be determined by the Court at the Final Approval hearing.

11. Where Can I Get More Information?

If you have questions about this Notice, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Settlement, you should contact the Settlement Administrator.

This Notice is only a summary of the Settlement and related matters. For more detailed information, you may review the Settlement Agreement and other documents for this case at the Settlement website, which can be accessed at www._____.com. The Settlement Agreement contains the complete terms of the proposed Settlement and is also available through Class Counsel and publicly accessible and on file with the Court.

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PLEASE DO NOT CONTACT THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR CWI FOR INFORMATION ABOUT THE LAWSUITS OR THE PROPOSED SETTLEMENT.

12. Additional Important Information.

A. **CWI** will not retaliate in any manner whatsoever against any employee who stays in their respective class action and receives an Individual Settlement Payment check or who requests to be excluded from the Settlement.

B. **It is your responsibility to ensure that the Settlement Administrator** has your current mailing address and telephone number on file, as this will be the address to which your Individual Settlement Payment check will be mailed.

C. **Individual Settlement Payment checks must be cashed soon after receipt.** Monies represented by checks which remain uncashed after 180 days of the date of issuance will be voided, and handled as described in Paragraph 5, above. If your check is lost or misplaced, you should immediately contact the Settlement Administrator immediately to request a replacement.

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