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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

Defendants.

Case No. CIVD82020159

**DECLARATION OF MAKENNA SNOW
OF ILYM GROUP, INC., IN SUPPORT
OF MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: September 7, 2022

Time: 10:00 a.m.

Judge: David Cohn

Dept.: S-26

1 I, Makenna Snow declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Claims Administrator for the above captioned *Milligan v.*
6 *CWI, Inc. dba Camping World, et al.* matter. I am authorized to make this declaration on behalf of
7 ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to
8 testify, I could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and claims administration, pursuant to the
15 terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Notice of Class Action and Private Attorney General Act (“Paga”) Settlement and Hearing Date*
18 *for Court Approval* (referred to as “Notice Packet”); (b) receiving and processing requests for
19 exclusion; (c) resolving Settlement Class Members’ disputes over the number of workweeks
20 Defendants have record of them working during the Class Period, which was pre-printed on their
21 individualized Class Notice; (d) calculating individual settlement award amounts; (e) processing
22 and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement
23 and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h)
24 handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i)
25 performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to
26 perform.

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1 4. On May 6, 2022, ILYM Group received the Court approved text for the Notice
2 Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice Packet,
3 which was approved by the Parties' Counsel prior to mailing.

4 5. On May 24, 2022, ILYM Group received the class data file from Counsel for
5 Defendants, which contained the name, social security number, last known mailing address, the
6 total number of Pay Periods for the PAGA Releasees, and the total number of applicable
7 workweeks worked for each Settlement Class Member. The data file was uploaded to our database
8 and checked for duplicates and other possible discrepancies. The Class List contained 662
9 individuals.

10 6. As part of the preparation for mailing, all 662 names and addresses contained in the
11 Class List were then processed against the National Change of Address ("NCOA") database,
12 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
13 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
14 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
15 address was found in the NCOA database, the updated address was used for the mailing of the
16 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
17 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

18 7. On June 13, 2022, the Notice Packet was mailed, via U.S First Class Mail, to all
19 662 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
20 copy of the mailed Notice Packet.

21 8. As of the date of this declaration, 48 Notice Packets have been returned to our office.
22 Of the 48 returned Notice Packets, none included a returned with a forwarding address. ILYM
23 Group performed a computerized skip trace on the 48 returned Notice Packets that did not have a
24 forwarding address, in an effort to obtain an updated address for purpose of re-mailing the Notice
25 Packet. As a result of this skip trace, 32 updated addresses were obtained and the Notice Packet
26 was promptly re-mailed to those Settlement Class Members, via U.S First Class Mail.

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1 9. As of the date of this declaration, a total of 32 Notice Packets have been re-mailed.
2 Specifically, 32 have been re-mailed as a result of ILYM Group's skip tracing efforts.

3 10. As of the date of this declaration, a total of 16 Notice Packets have been deemed
4 undeliverable. Specifically, 16 have been deemed undeliverable as no updated address was found
5 notwithstanding the skip tracing.

6 11. As of the date of this declaration, ILYM Group has not received any requests for
7 exclusion. The deadline to request exclusion from the Settlement was July 13, 2022.

8 12. As of the date of this declaration, no class members have disputed their respective
9 workweeks or pay period calculations.

10 13. As of the date of this declaration, ILYM Group has not received any objections to
11 the Settlement. The deadline to file an objection to the Settlement was July 13, 2022.

12 14. As of the date of this declaration, ILYM Group will report a total of 662
13 Participating Class Members, representing 100% of the 662 Settlement Class Members.

14 15. Participating Class Members will receive a proportional share of the Net Settlement
15 Fund through individual settlement payments, based on the number of workweeks worked by Class
16 Members during the Class Period. The Net Settlement Fund is the amount remaining after
17 deduction of the Court-approved payments from the Gross Settlement Fund for Class Counsel Fees
18 and Litigation Costs, the Class Representative Enhancement Award, Claims Administration Fees
19 to ILYM Group, and the PAGA allocation, e.g.,

20	Maximum Gross Settlement Amount	\$1,500,000.00
21	Attorney Fees (1/3 of MGSA)	\$500,000.00
22	Attorney Costs/ Expenses	\$14,624.27
23	Enhancement Award- Kayla Milligan	\$10,000.00
24	ILYM Group Fees	\$15,000.00
25	LWDA	\$93,750.00
26	Payment to PAGA Releasees	\$31,250.00
27	Net Settlement Fund	\$835,375.73

1 To determine a Participating Class member's individual settlement award payment, the distribution
2 shall be divided among all Class Members on a pro rata basis, based on the ratio of the Applicable
3 Workweeks worked by each Class Member during the Class Period, to the total number of
4 Applicable Workweeks worked by all Class Members during the Class Period. Based on these
5 calculations, the Participating Class Members will receive an estimated average gross payment of
6 \$1,261.90, with the estimated highest gross payment being \$4,648.26. Plaintiff Milligan will
7 receive an estimated gross payment of \$2,215.01.

8 16. ILYM Group's total fees and costs for services in connection with the administration
9 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
10 costs for completion of the settlement administration, are \$15,000.00. ILYM Group's work in
11 connection with this matter will continue with the calculation of the settlement award payments,
12 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
13 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
14 Group to perform.

15 I declare under penalty of perjury under the laws of the State of California and the United
16 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
17 was executed this 10th day of August 2022, at Tustin, California.

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20 Makenna Snow
MAKENNA SNOW
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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 [Est. Amount] 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).

The San Bernardino Superior Court has preliminarily approved the Settlement as fair and reasonable. The Court will hold a Final Approval hearing on September 7, 2022 at 10:00 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.

Milligan, et al. v. CWI, Inc. d/b/a Camping World, et al.,
Questions? Call (888) 250-6810 Toll Free or Visit www.ilymgroup.com/CWIInc

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 December 28, 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 January 7, 2022. 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 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.ilymgroup.com/CWIInc. 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”).

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.

¹ “PAGA Releasees” is defined in Section 3, below.

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 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 \$[**Est. Settlement Amount**]. If applicable, your *pro rata* share of the PAGA Payment is: [**Est. PAGA Amount**] 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 ____ 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 to 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 July 13, 2022, and should be mailed to *Milligan v CWI, Inc.* Settlement, c/o Settlement Administrator, ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781. 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 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, 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), 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 July 13, 2022. 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, ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781. **If you**

Milligan, et al. v. CWI, Inc. d/b/a Camping World, et al.,
Questions? Call (888) 250-6810 Toll Free or Visit www.ilymgroup.com/CWIInc

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 July 13, 2022. 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, ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781. **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.**

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.ilymgroup.com/CWIInc. 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.

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.