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Attorneys for Plaintiffs

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

CELINA ACUNA, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;
IAN PFEIFLE, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiffs,

vs.

BASS PRO OUTDOOR WORLD, LLC, an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: CIVDS1811384

Honorable David S. Cohn
Department S26

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: November 5, 2021
Time: 10:00 a.m.
Department: S26

Complaint Filed: May 9, 2018
FAC Filed: June 3, 2021
Trial Date: None Set

1 This matter has come before the Honorable David S. Cohn in Department S26 of the
2 Superior Court of the State of California, for the County of San Bernardino, on November 5, 2021,
3 at 10:00 a.m. for Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Lawyers
4 *for* Justice, PC appear as counsel for Plaintiffs Celina Acuna and Ian Pfeifle ("Plaintiffs"),
5 individually and on behalf of all others similarly situated and other aggrieved employees and Jackson
6 Lewis, P.C. appears as counsel for Defendant Bass Pro Outdoor World, LLC ("Defendant").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for
9 Preliminary Approval of Class Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Joint Stipulation of Class Action Settlement
12 ("Settlement," "Agreement," or "Settlement Agreement"), attached as "EXHIBIT 1" to the
13 Declaration of Edwin Aiwarzian in Support of Plaintiffs' Motion for Preliminary Approval of Class
14 Action Settlement. This is based on the Court's determination that the Settlement falls within the
15 range of possible approval as fair, adequate, and reasonable.

16 2. This Order incorporates by reference the definitions in the Settlement Agreement,
17 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
18 Settlement Agreement.

19 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
20 and reasonable. It appears to the Court that extensive investigation and research have been
21 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
22 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
23 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
24 further prosecution of the case. It further appears that the Settlement has been reached as the result
25 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

26 4. The Court preliminarily finds that the Settlement, including the allocations for the
27 Attorneys' Fees and Costs, Incentive Payments, LWDA Payment, Settlement Administration Costs,
28 and payments to the Settlement Class Members provided thereby, appear to be within the range of

1 reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed,
2 the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
3 preliminarily finds that the monetary settlement awards made available to the Class Members are
4 fair, adequate, and reasonable when balanced against the probable outcome of further litigation
5 relating to certification, liability, and damages issues.

6 5. The Court concludes that, for settlement purposes only, the proposed Class meets
7 the requirements for certification under section 382 of the California Code of Civil Procedure in
8 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
9 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
10 community of interest amongst the members of the Class with respect to the subject matter of the
11 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs
12 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
13 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
14 Counsel is qualified to act as counsel for Plaintiffs in their individual capacities and as the
15 representatives of the Class.

16 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
17 follows:

18 All hourly-paid or non-exempt employees who worked for Defendant in the State of
19 California during the period of time from May 9, 2014, through the date of this Order.

20 7. The Court provisionally appoints Edwin Aiwazian, Arby Aiwazian, and Joanna
21 Ghosh of Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel").

22 8. The Court provisionally appoints Plaintiffs Celina Acuna and Ian Pfeifle as the
23 representatives of the Class ("Class Representatives").

24 9. The Court provisionally appoints Phoenix Settlement Administrators ("Phoenix") to
25 handle the administration of the Settlement ("Settlement Administrator").

26 10. Within twenty-one (21) calendar days of Preliminary Approval, Defendant will
27 provide the Settlement Administrator with the following information for each Class Member: (1)
28 full name; (2) last known mailing address and telephone number; (3) full Social Security number;
and (4) start and end dates of employment during the Class Period (collectively referred to as the

1 “Class List”) in conformity with the Settlement Agreement.

2 11. The Court approves, both as to form and content, the Notice of Class Action
3 Settlement (“Class Notice”) attached hereto as **“EXHIBIT 1.”** The Class Notice shall be provided
4 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
5 Class Notice appears to fully and accurately inform the Class Members of all material elements of
6 the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting an
7 Opt Out Request, of Class Members’ right to dispute the Workweeks credited to each of them, and
8 of each Settlement Class Member’s right and opportunity to object to the Class Settlement by
9 submitting an Objection to the Settlement Administrator. The Court further finds that distribution
10 of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and
11 this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the
12 requirements of due process and shall constitute due and sufficient notice to all persons entitled
13 thereto. The Court further orders the Settlement Administrator to mail the Class Notice by First-
14 Class U.S. mail to all Class Members within twenty-one (21) calendar days of receipt of the Class
15 List, pursuant to the terms set forth in the Settlement Agreement.

16 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
17 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
18 to be excluded from the Settlement by submitting a timely written Opt Out Request in conformity
19 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked no
20 later than the date which is forty-five (45) calendar days from the initial mailing of the Class Notice
21 to Class Members (“Response Deadline”). Any such person who timely and validly chooses to opt
22 out of, and be excluded from, the Class Settlement will not be entitled to any recovery under the
23 Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or
24 comment thereon. Class Members who have not submitted a timely and valid request to be excluded
25 from the Class Settlement (i.e., Settlement Class Member) shall be bound by the Settlement
26 Agreement and any final judgment based thereon.

27 13. A Final Approval Hearing shall be held before this Court on
28 _____ at _____ a.m./p.m. in

Department S26 of the San Bernardino County Superior Court, located at the San Bernardino Justice Center, 247 West 3rd Street, San Bernardino, California 92415, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and determine whether to finally approve the requests for the Attorneys' Fees and Costs, Incentive Payments, and Settlement Administration Costs.

14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees and Costs, Incentive Payments, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by _____, to be heard at the Final Approval Hearing.

15. To object to the Class Settlement, a Class Member must mail a timely and valid Objection postmarked no later than the Response Deadline. The objection must be signed and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection.

16. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the Parties shall revert back to their respective positions as of before entering into the Settlement Agreement.

17. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

IT IS SO ORDERED.

Dated: _____

By:

The Honorable DAVID S. COHN
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Acuna, et al. v. Bass Pro Outdoor World, LLC
Superior Court of California for the County of San Bernardino, Case No. CIVDS1811384

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the class settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Celina Acuna and Ian Pfeifle (together, "Plaintiffs") and Defendant Bass Pro Outdoor World, LLC ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Acuna, et al. v. Bass Pro Outdoor World, LLC*, San Bernardino County Superior Court, Case No. CIVDS1811384 ("Action" or "Lawsuit"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees employed by Defendant at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from May 9, 2014 through [date of Preliminary Approval].

"Class Settlement" means the settlement and release of the Released Claims that do not arise under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*

"PAGA Group Members" means Plaintiffs and all Class Members employed by Defendant at any time during the PAGA Period.

"PAGA Period" means the time period from May 9, 2017 through [date of Preliminary Approval].

"PAGA Settlement" means the settlement and release of the Released Claims that do arise under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*

II. BACKGROUND OF THE LAWSUIT

On May 9, 2018, Plaintiff Celina Acuna commenced a putative class action lawsuit by filing the Class Action Complaint for Damages in the San Bernardino County Superior Court, Case No. CIVDS1811384. On March 1, 2021, Plaintiff Celina Acuna provided written notice by certified mail ("PAGA Letters") to the California Labor and Workforce Development Agency ("LWDA") of their intent to assert claims under the California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004) ("PAGA") and the basis for those claims. On June 3, 2021, Plaintiff Acuna filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, *Et Seq.* (PAGA) (the "Operative Complaint"), also adding Plaintiff Ian Pfeifle (together "Plaintiffs"). Plaintiffs allege that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses,

and thereby engaged in unfair business practices and conduct that gives rise to penalties under PAGA. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action Settlement ("Settlement" or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs Celina Acuna and Ian Pfeifle as representatives of the Class ("Class Representatives"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will only receive an Individual Settlement Payment of your Individual PAGA Share), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Group Members. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has made no ruling on the merits of the Class Members' claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is five million dollars (\$5,000,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys' Fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$1,750,000.00) and Litigation Costs in an amount not to exceed sixty thousand dollars (\$60,000.00) to Class Counsel; (2) Incentive Payments in an amount not to exceed ten thousand dollars (\$10,000.00) each to Plaintiffs for their services in the Action (for a total of \$20,000.00); (3) PAGA Settlement Amount in the amount of three hundred fifty thousand dollars (\$350,000.00) allocated toward penalties under PAGA, of which 75% (i.e., \$262,500.00), will be paid to the LWDA ("LWDA Payment") and the remaining 25% (i.e., \$87,500.00), will be distributed to PAGA Group Members; and (4) Settlement Administration Costs in an amount not to exceed twenty-five thousand dollars (\$25,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee during the Class Period ("Workweeks"), which will be calculated by the Settlement Administrator by calculating the number of days between each Class Member's start and end dates of employment during the Class Period, divided by seven (7).

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Class Weekly Rate,” and multiplied each Class Member’s individual Workweeks by the Class Weekly Rate to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a valid and timely Opt Out Request (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share.

PAGA Group Members eligible to receive payment under the Settlement of their *pro rata* share of the PAGA Settlement Amount (“Individual PAGA Share”) based on the number of Workweeks each PAGA Group Member worked for Defendant during the PAGA Period (“PAGA Workweeks”).

The Settlement Administrator has divided the PAGA Settlement Amount, i.e., 25% of the PAGA Settlement Amount, by the total number of PAGA Workweeks of all PAGA Group Members to yield the “PAGA Weekly Rate,” and multiplied each PAGA Group Member’s individual PAGA Workweeks by the PAGA Weekly Rate to yield his or her Individual PAGA Share (which is listed in Section III.C below).

Each Individual Settlement Share will be allocated as thirty percent (30%) wages which will be reported on an IRS Form W2; and seventy percent (70%) penalties and interest which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of Individual Settlement Shares, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, interest, and non-wage damages.

If the Court grants final approval of the Settlement, Individual Settlement Payments and Individual PAGA Payments will be mailed to Settlement Class Members and PAGA Group Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and PAGA Workweeks Based on Defendant’s Records

According to Defendant’s records:

From May 9, 2014 to [date of Preliminary Approval], you worked for Defendant as an hourly-paid or non-exempt employee for [] Workweeks.

According to Defendant’s records, you have been credited with [] Workweeks.

From May 9, 2017 to [date of Preliminary Approval], you worked for Defendant as an hourly-paid or non-exempt employee for [] Workweeks.

According to Defendant’s records, you have been credited with [] PAGA Workweeks.

If you wish to dispute the accuracy of the Workweeks credited to you, you must submit a timely and valid written letter (“Workweek Dispute”) to the Settlement Administrator. The Workweek Dispute must: (a) contain your full name, address, telephone number, last four digits of your Social Security number, and signature; (b) contain the case name and number of the Action (*Acuna, et al. v. Bass Pro Outdoor World, LLC*, Case No. CIVDS1811384); (c) contain a clear statement explaining that you dispute the number of Workweeks credited to you and what you contend is the correct number of Workweeks that should be credited to you; (d) include any documentation that you have to support the dispute; and (e) be mailed to the Settlement Administrator, postmarked **no later than [the Response Deadline]**, at the following address:

**Phoenix Settlement Administrators
[contact info]**

C. Your Estimated Individual Settlement Share and Individual PAGA Share

As explained above, your estimated Individual Settlement Share and Individual PAGA Share is based on the number of Workweeks and PAGA Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholding with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The Individual PAGA Share will not undertake any payroll tax deductions or withholdings in connection with the Individual PAGA Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Share reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Share may be higher or lower.

D. Settlement Checks

The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments and Individual PAGA Payments by way of check to the Settlement Class Members and PAGA Group Members in accordance with the Settlement. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check if the intended recipient for both payments is one individual. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred eighty (180) calendar days from the date the checks are issued, and thereafter, shall be cancelled. All funds associated with such cancelled checks will be transmitted to the Controller of the State of California. Settlement Class Members whose Individual Settlement Payment checks and PAGA Group Members whose Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by this Settlement Agreement.

E. Release of Claims

Upon the Effective Date, Plaintiffs and all Class Members who do not submit a valid and timely Opt Out Request (i.e., Settlement Class Members) will be deemed to have fully released and discharged the Released Parties of and from all Released Claims that do not arise under PAGA and that all PAGA Group Members will be deemed to have fully released and discharged the Released Parties of and from all of the Released Claims that do arise under PAGA.

“Released Claims” means any and all claims for wages, damages, unpaid costs, penalties, liquidated damages, interest, attorney fees, litigation costs, restitution, or equitable relief, which Plaintiffs and Settlement Class Member had, or may claim to have, against any of the Released Parties, arising during the Class Period, that were pled or that could have been pled based on the factual allegations set forth in the Operative Complaint, including all claims for failure to pay wages (including overtime wages and minimum wages under California Labor Code §§ 510, 1194, 1197, 1197.1 and 1198), failure to provide meal and/or rest periods and associated premium payments under California Labor Code §§ 226.7 512(a), failure to pay wages timely during employment and upon termination and associated claims for waiting time penalties under California Labor Code §§ 203 and 204, failure to provide compliant wage statements under California Labor Code § 226(a), failure to maintain requisite payroll records under California Labor Code § 1174(d), failure to reimburse business expenses under Labor Code §§ 2800 and 2802, claims under California Labor Code § 2699, *et seq.* (“PAGA”) claims based on the California Labor Code sections alleged or could have been alleged in the Operative Complaint based on the factual allegations set for the in the Operative Complaint, and unfair business practices in violation of California Business and Professions Code § 17200 *et seq.*

“Released Parties” means Defendant and all of its officers, directors, shareholders, investors, employees, agents, insurers, parent companies, affiliates, subsidiaries, successors, and assigns.

F. Attorneys’ Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount

(i.e., an amount of up to \$1,7500,000.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount of up to sixty thousand dollars (\$60,000.00) (“Litigation Costs”), subject to approval by the Court. All Attorneys’ Fees and Costs awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

G. Incentive Payments to Plaintiffs

Plaintiffs will seek the amount of ten thousand dollars (\$10,000.00) to each of them (“Incentive Payments”), in recognition of their services in connection with the Action (for a total of \$20,000.00). The Incentive Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payments and Individual PAGA Payments that they are entitled to under the Settlement, subject to approval by the Court.

H. Settlement Administration Costs to the Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed twenty-five thousand dollars (\$25,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Opt Out Requests, Objection notices, and Workweek Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Shares, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement. PAGA Group Members may not opt out or exclude themselves from the PAGA Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Claims described in Section III.E above. As a Class Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a timely and valid written request (“Opt Out Request”) to the Settlement Administrator.

The Opt Out Request must: (a) contain your full name, address, telephone number, last four (4) digits of your Social Security Number, and signature; (b) contain a clear statement indicating that you wish to exclude yourself from the Class Settlement which references the Action by name and/or case number (*Acuna, et al. v. Bass Pro Outdoor World, LLC*, Case No. CIVDS1811384); and (c) be mailed to the Settlement Administrator, postmarked **no later than [Response Deadline]**, at the address listed in Section III.B above.

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Opt Out Request will not be entitled to receive any payment from the Class Settlement, will not be bound by the Class Settlement (and the release of claims described in Section III.E above), and will not have any right to object to, appeal, or comment on the Class Settlement. Any Class Members who do not submit a valid and timely Opt Out Request will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.E above, as well as any judgment that may be entered by the Court based thereon.

Notwithstanding the above, all PAGA Group Members will be bound to the PAGA Settlement and will receive their Individual PAGA Share irrespective of whether they submit a Opt Out Request.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Opt Out Request, by submitting a timely and valid written objection (“Objection”) to the Settlement Administrator.

The Objection must: (a) contain your full name, address, telephone number, last four digits of your Social Security number, and signature; (b) contain the words “Notice of Objection” or “Formal Objection”; (c) contain the case name and number of the Action (*Acuna, et al. v. Bass Pro Outdoor World, LLC*, Case No. CIVDS1811384); (d) contain a clear and concise statement, including factual and legal arguments, explaining your objection(s) to the Class Settlement; (e) contain a statement indicating whether or not you are represented by counsel and identifying any such legal counsel; (f) contain a statement indicating whether you intend to appear at the Final Approval Hearing to present your objection(s); (g) list any witnesses you may call to testify at the Final Approval Hearing; and (h) be mailed to the Settlement Administrator, at the address listed in Section III.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department S26 of the San Bernardino County Superior Court, located at the San Bernardino Justice Center, 247 W. 3rd Street, San Bernardino, California 92415, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Litigation Costs to Class Counsel, Incentive Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members and PAGA Group Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action for a fee by making an appointment in advance and visiting the civil clerk’s office, located at the San Bernardino Justice Center, 247 W. 3rd Street, San Bernardino, California 92415, during business hours, or by online by visiting the following website: <https://cap.sb-court.org/search>.

NOTE: you may access the Court’s covid-19 guidelines at <https://www.sb-court.org/general-information/covid-19-court-operations-during-covid-19-pandemic>.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.