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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

ALEXANDER WILSON, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

RECREATIONAL EQUIPMENT, INC., a
Washington corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No. 34-2022-00328937-CU-OE-GDS

Assigned to the Hon. Lauri A. Damrell

**AMENDMENT TO JOINT STIPULATION
OF CLASS ACTION AND PAGA
SETTLEMENT AND RELEASE**

1 This amendment (“Amendment”) to the Joint Stipulation of Class Action and PAGA Settlement
2 and Release (“Settlement Agreement”) is made and entered into by and between Plaintiff Alexander
3 Wilson (“Plaintiff” or “Class Representative”), as an individual and on behalf of the proposed Settlement
4 Class, and Defendant Recreational Equipment, Inc. (“Defendant”) (collectively with Plaintiff, the
5 “Parties”), pursuant to Paragraph 91 of the Settlement Agreement, which provides: “No amendment,
6 change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by
7 the Parties or their counsel, and approved by the Court.”

8 This Amendment incorporates by reference all terms and conditions of the Settlement
9 Agreement. But for those specific terms and conditions that this Amendment modifies, all Settlement
10 terms and conditions will remain effective and enforceable. Any inconsistencies or differences between
11 this Amendment and the Settlement will be interpreted and construed in favor of this Amendment.
12 Pursuant to Paragraph 91 of the Settlement Agreement, the Parties agree to amend and modify Paragraph
13 32 as follows:

14 **Amended Paragraph 32:** “Released Class Claims” means that all Participating Class Members,
15 on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs,
16 administrators, successors, estates, executors and assigns, release Defendant and Released Parties from
17 all state, federal, and local claims, or causes of action, of whatever kind or nature, that were alleged or
18 could have been alleged based on the factual allegations in the pleadings and/or LWDA Letter,
19 including, but not limited to, facts related to unpaid minimum wages, off-the-clock work, unpaid
20 overtime, inaccurate wage statements, failure to provide meal and rest periods or failure to pay meal and
21 rest period premiums, unlawful record-keeping requirements, unreimbursed business-related expenses,
22 unlawful payment of wages, or unlawful payment of final wages.

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Attached as **Exhibit A** is a revised draft of the Notice of Class Action Settlement.

IT IS SO STIPULATED.

PLAINTIFF

Signed by:

Dated: 2/20/2025

Alexander Wilson

**DEFENDANT RECREATIONAL
EQUIPMENT, INC.**

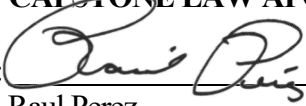
Dated: _____

Kelley Hall
EVP, Chief Financial Officer

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: 2/20/2025

By: 
Raul Perez
Attorneys for Plaintiff Alexander Wilson

PERKINS COIE LLP

Dated: _____

By: _____
Neal A. Fisher Jr.
Attorneys for Defendant Recreational Equipment,
Inc.

Attached as **Exhibit A** is a revised draft of the Notice of Class Action Settlement.

IT IS SO STIPULATED.

PLAINTIFF

Dated: _____

Alexander Wilson

**DEFENDANT RECREATIONAL
EQUIPMENT, INC.**

Dated: 2/20/2025

Kelley Hall
EVP, Chief Financial Officer

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: _____

By: _____
Raul Perez
Attorneys for Plaintiff Alexander Wilson

PERKINS COIE LLP

Dated: 2/20/2025

By: _____
Neal A. Fisher Jr.
Attorneys for Defendant Recreational Equipment,
Inc.

Exhibit A

Si desea una traducción al Español de este Aviso, por favor llame al administrador al ***--*******

Wilson v. Recreational Equipment, Inc., No. 34-2022-00328937-CU-OE-GDS
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SACRAMENTO
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All persons who worked for Defendant Recreational Equipment, Inc. (“Defendant”) as non-exempt, hourly paid employees in the State of California at any time from October 26, 2018 through January 8, 2024 (“Class Members”).

All persons who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time from November 8, 2021 through January 8, 2024 (“PAGA Members”).

On _____, the Honorable Lauri A. Damrell of the Sacramento County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the Settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and are therefore entitled to a payment from the Settlement.**

Unless you choose to opt out of the Settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the Settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at 9:00 a.m. on July 11, 2025 in Department 228 of the Sacramento County Superior Court located at 720 9th Street, Sacramento, California 95814.

Class Members may appear at the final approval hearing in person or remotely using the Department’s Zoom link or phone number: To join by Zoom link: <https://saccourt-cagov.zoomgov.com/my/ssdept22>; To join by phone: (833) 568-8864 / ID: 16184738886

Please note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a "Participating Class Member," and will be eligible for a payment from the Net Settlement Fund and, if you are also a PAGA Member, you will receive an additional payment from the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendant based on the same facts alleged in the Action during the Class Period and, if you are also a PAGA Member, the PAGA Period.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [DATE]	If you do not want to participate in the proposed Class Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the proposed Class Settlement. However, even if you exclude yourself from the Class Settlement, you cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendant based on the facts alleged in the Action during the PAGA Period.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out of the Class Settlement ("Participating Class Members") can object to any aspect of the proposed Class Settlement, but not the PAGA settlement.
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE] in Department 228 of the Sacramento County Superior Court located at 720 9th Street, Sacramento, California 95814. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement and Release.

Summary of the Litigation

Plaintiff Alexander Wilson, on his behalf and on behalf of other current and former non-exempt California employees, alleges that Defendant violated California state labor laws by failing to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

to employees during each pay period and upon termination of their employment; and (4) provide employees with accurate, itemized wage statements; and (5) reimburse business expenses.

After the exchange of relevant information and evidence, the Parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On November 8, 2023 the Parties participated in a mediation with the Hon. Carl J. West West (Ret.), an experienced and well-respected class action mediator. With Judge West's guidance, the Parties were able to negotiate a complete settlement of Plaintiff's claims.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Capstone Law APC ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff's claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action or as a representative action under PAGA. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

Summary of The Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying claims in exchange for a Gross Settlement Amount of \$5,000,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) a Class Representative Enhancement Payment of \$10,000 to Alexander Wilson for his services on behalf of the class, and for a release of all claims arising out of his employment with Defendant; (3) not more than \$1,666,667 in attorneys' fees and up to \$20,000 in litigation costs and expenses; (4) a \$250,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a \$187,500 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a \$62,500 payment ("PAGA Fund") to all PAGA Members; and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$[REDACTED]. After deducting the above payments, a total of approximately \$[REDACTED] will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund"). Additionally, all PAGA Members will receive a proportional share of the \$62,500 PAGA Fund, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member from October 26, 2018 through January 8, 2024 ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendant's records, you worked during the Class Period in a non-exempt position in California for a total of [REDACTED] Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$[REDACTED].

Payments from PAGA Fund. Defendant will calculate the total number of Pay Periods worked by each PAGA Member from November 8, 2021 through January 8, 2024 ("PAGA Period") and the aggregate total number of Pay Periods worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

of Pay Periods during the PAGA Period, resulting in the “PAGA Pay Period Value.” Each PAGA Member’s share of the PAGA Fund will be calculated by multiplying each individual PAGA Member’s total number of Pay Periods by the PAGA Pay Period Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he/she/they submits a valid Request for Exclusion.

According to Defendant’s records, you worked during the PAGA Period in a non-exempt position in California for a total of [REDACTED] Pay Periods. Accordingly, your estimated payment from the PAGA Fund is approximately \$ [REDACTED].

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately \$ [REDACTED]. If you believe the Workweek and/or Pay Period information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before **[insert date of Response Deadline]** and must be sent to:

Settlement Administrator
c/o _____
Fax No. _____

If you dispute the information stated above, Defendant’s records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to Participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the Settlement. For purposes of this settlement, 15% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 85% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Although Plaintiff and Defendant have agreed to these tax allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) and on any payments received from the proposed Settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the Settlement, then no further action is required on your part. You will automatically receive your payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement and judgment is entered, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims, and if you are also a PAGA Member, the Released PAGA Claims, which are summarized below:

Released Class Claims: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, estates, executors and assigns, release Defendant and Released Parties from all state, federal, and local claims, or causes of action, of whatever kind or nature, that were alleged or could have been alleged based on the factual allegations in the pleadings and/or LWDA Letter, including, but not limited to, facts related to unpaid minimum wages, off-the-clock work, unpaid overtime, inaccurate wage statements, failure to provide meal and rest periods or failure to pay meal and rest period premiums, unlawful record-keeping requirements, unreimbursed business-related expenses, unlawful payment of wages, or

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

~~unlawful payment of final wages. Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, estates, executors and assigns, release Defendant and Released Parties from all state, federal, and local claims, debts, liabilities, demands, obligations, guarantees, penalties, costs, expenses, attorneys' fees, damages, liquidated damages, actions, or causes of action, of whatever kind or nature, whether known or unknown, contingent or accrued, that were alleged or could have been alleged based on the allegations in the pleadings and/or LWDA Letter regarding any matter(s) or fact(s) that occurred or are alleged to have occurred including, but not limited to, claims for minimum wages, off the clock work, overtime, hours of work, wage statements, record keeping requirements, unreimbursed expenses, payment of wages, or payment of final wages, and including, without limitation, all federal claims (including Fair Labor Standards Act claims) or local claims that were asserted or could have been asserted in this Action based on the allegations in the pleadings and/or LWDA Letter, including, but not limited to, claims for violation of: (a) Labor Code sections 510 and 1198 (unpaid overtime); (b) Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 (unpaid minimum wages); (c) Labor Code sections 226.7, 512(a), 516, and 1198 (failure to provide meal periods); (d) Labor Code sections 226.7, 516, and 1198 (failure to authorize and permit rest periods); (e) Labor Code sections 226(a), 1174(d), and 1198 (non-compliant wage statements and failure to maintain payroll records); (f) Labor Code section 204 (failure to timely pay wages during employment); (g) Labor Code section 2802 (unreimbursed business expenses); (h) California Business & Professions Code sections 17200, *et seq.* (unlawful business practices); (i) California Business & Professions Code sections 17200, *et seq.* (unfair business practices); and (j) all derivative claims pertaining to the foregoing reasonably arising from, or reasonably related to, the same set of operative facts as those set forth in the pleadings and/or LWDA Letter during the Class Period. The Released Class Claims include any unknown claims that Participating Class Members do not know or suspect to exist in their favor, which if known by them, might have affected this Settlement with Defendant and release of Released Parties.~~

Released PAGA Claims: All PAGA members on their behalf and on behalf of their respective former and present representatives, heirs, executors, administrators, agents, successors, assigns, estates, and attorneys, fully and forever release and discharge Defendant and the Released Parties from any and all claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the same facts alleged in Plaintiff's LWDA Letter during the PAGA Period and Plaintiff's Operative Complaint.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Class portion of the Settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the Settlement, and desire to be excluded from the Settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator
c/o _____

The Request for Exclusion must be postmarked or faxed not later than [REDACTED], 2025. If you submit a Request for Exclusion which is not postmarked or faxed by [REDACTED], 2025, your Request for Exclusion will be rejected, and you will be included in the Settlement Class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims, and will receive a payment from the PAGA Fund.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Option 3 – Object to the Settlement

If you decide to object to the Settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the Settlement. In the alternative, you may instead appear at the Final Fairness Hearing to object to the Settlement (i.e., in lieu of submitting a written objection).

Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All written objections must be received by the administrator by not later than _____ 2025. By submitting an objection, you are not excluding yourself from the Settlement. To exclude yourself from the Settlement, you must follow the directions described above. Please note that you cannot both object to the Settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ July 11, 2025 at _____ 9:00 a.m.~~p.m.~~ in the Superior Court of the State of California, for the County of Sacramento and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the Settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and to the extent you are a PAGA Member, Released PAGA Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the Settlement should be directed to the Settlement Administrator or Class Counsel.

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: 1 (888) 482-0366

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******