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STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 18th JUDICIAL CIRCUIT
COUNTY OF DUPAGE

STEPHANIE HOOVER, RONALD
BAILEY, DENA KIGER, JOSE KIGER,
and JAMES HALL, *individually and on
behalf of all others similarly situated,*

Plaintiffs,

v.

CAMPING WORLD GROUP, LLC,
GOOD SAM ENTERPRISES, LLC,
CWI, INC., and CAMPING WORLD
HOLDINGS, INC.

Defendants.

Civil Action No. 2023LA000372

JURY TRIAL DEMANDED

FILED
DEC 12, 2023 01:21 PM

Candice Adams

CLERK OF THE
18TH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS

**ORDER GRANTING THIRD AMENDED UNOPPOSED MOTION FOR
PRELIMINARY
APPROVAL OF CLASS SETTLEMENT AGREEMENT**

This matter came before the Court on Plaintiffs Stephanie Hoover, Ronald Bailey, Dena Kiger, Jose Kiger and James Hall's ("Plaintiffs" or "Class Representatives") Third Amended Unopposed Motion for Preliminary Approval of Class Settlement Agreement ("Motion"). Plaintiffs, individually, and on behalf of the proposed Settlement Class, and CWGS Group, LLC, Good Sam Enterprises, LLC, CWI, LLC fka CWI, Inc., and Camping World Holdings, Inc. (collectively "Defendants," and together with Plaintiffs, the "Parties") have entered into a Settlement Agreement (the "Settlement Agreement") that settles the above-captioned litigation.

This litigation, comprised of three proposed class action lawsuits filed on December 1, 8, and 9, 2022, in the United States District Court for the Northern District of Illinois, relates to a data security incident disclosed by Defendants on or about November 3, 2022, potentially affecting certain sensitive personally identifiable information of people who worked for or purchased goods

or services from Defendants, among others. Specifically, on December 1, 2022, Plaintiff Hoover filed a Class Action Complaint, on December 8, 2022, Plaintiffs Bailey, Dena Kiger, and Jose Kiger, filed a Class Action Complaint, and on December 9, 2022, Plaintiff Hall filed a Class Action Complaint.

The Parties, through their counsel, have entered into a Settlement Agreement following good faith, arm's-length negotiations and mediation overseen by Hon. Wayne Andersen. The Parties have agreed to settle the Lawsuit, pursuant to the terms of the Settlement Agreement, and subject to the approval and determination of the Court as to the fairness, reasonableness, and adequacy of the Settlement which, if approved, will result in dismissal of the Lawsuit with prejudice. The Parties agreed to seek approval of the Settlement in this court, and on April 11, 2023 the Plaintiffs filed their complaint in the Circuit Court of the 18th Judicial Circuit, DuPage County, Illinois, styled *Hoover et al. v. Camping World Group, LLC, et al.*, No. 2023LA000372.

Having reviewed the Settlement Agreement, including the exhibits attached thereto, and all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement is **GRANTED** as set forth herein.¹ This Order is based on 735 ILCS 5/2-801 through 806.

1. **Class Certification for Settlement Purposes Only.** For settlement purposes only and pursuant to 735 ILCS 2-801, the Court conditionally certifies the Settlement Class in this matter defined as follows:

Individuals identified on the Settlement Class List, including all individuals who were notified by Defendants that their personal information was or may have been compromised in the Data Security Incident.

Excluded from the Settlement Class are:

¹ Unless otherwise indicated, capitalized terms used in this [Proposed] Preliminary Approval Order Granting Unopposed Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") have the same meaning as in the Settlement Agreement.

(1) the judges presiding over this Litigation, and members of their direct families; (2) the Defendants, their subsidiaries, parent companies, successors, predecessors, and any entity in which any Defendant or any of its parents has a controlling interest and their current or former officers, directors, and employees; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

The Court conditionally finds, for settlement purposes only, that: (1) the Settlement Class is so numerous that joinder of all members is impracticable, (2) there are questions of law or facts common to the Settlement Class, (3) the claims or defenses of the Class Representatives are typical of the claims or defenses of the Settlement Class, (4) the Class Representatives and Settlement Class Counsel will fairly and adequately assert and protect the interests of the Settlement Class under the criteria set forth in 735 ILCS 2-801, and a class action provides a fair and efficient method of adjudication of the controversy.

2. **Class Representatives and Settlement Class Counsel.**

Stephanie Hoover, Ronald Bailey, Dena Kiger, Jose Kiger, and James Hall are hereby designated and appointed as the Class Representatives. The Court provisionally finds that the Class Representatives are similarly situated to absent Settlement Class Members and therefore typical of the Class and that they will be adequate Class Representative.

The Court finds that the following counsel is experienced and adequate counsel and is hereby provisionally designated as Settlement Class Counsel: Milberg Coleman Bryson Phillips Grossman, PLLC, Turke & Strauss LLP, Migliaccio & Rathod, LLP, and Maxey Law Firm, P.A.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court concludes and finds that the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Classes to warrant providing Notice of the Settlement to the Settlement Class and accordingly the proposed Settlement is preliminarily approved.

4. **Jurisdiction.** The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for the purposes of the Settlement. Additionally, venue is proper in this Court.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on April 17, 2024 at 9 o'clock a.m. in courtroom 2020, 505 N. County Farm Road Wheaton, Illinois 60187-0707, to determine, among other things, whether: (a) this matter should be finally certified as a class action pursuant to 735 ILCS 2-801; (b) the Settlement Agreement between the Parties should be finally approved; (c) the Settlement and Settlement Agreement should be finally approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; (d) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (e) Settlement Class Members (except those who have timely and valid requests for exclusion from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (f) Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards should be granted; (g) Milberg Coleman Bryson Phillips Grossman, PLLC, Turke & Strauss LLP, Migliaccio & Rathod, LLP, and Maxey Law Firm, P.A. should be finally appointed as Settlement Class Counsel; and (h) Stephanie Hoover, Ronald Bailey, Dena Kiger, Jose Kiger, and James Hall should be finally appointed as Class Representative.

Plaintiffs' Motion for Final Approval of the Class Action Settlement shall be filed with the Court within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline, and Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Award to Class Representatives shall be filed with the Court at least **ten (10) Days prior to the deadline for Settlement Class Members to opt-out of or object to the Settlement.**

6. **Administration.** The Court appoints Epiq as the Settlement Administrator, with responsibility for the Notice Program and Claims Administration and to fulfill the duties of the Settlement Administrator set forth in the Settlement Agreement. Notice and Claims Administration Costs, including, but not limited to, the Settlement Administrator's fees, as well as the costs associated with the provision of notice to the Settlement Class Members and administration of the Settlement, shall be paid from the Settlement Fund, not to exceed \$100,000.

7. **Notice to the Class.** The proposed Notice Program set forth in the Settlement Agreement, including the Short Form Notice and the Long Notice, which are attached to the Settlement Agreement as **Exhibits A-B**, respectively, satisfy the requirements of 735 ILCS 5-2/801, the United States Constitution, the Illinois Constitution, and other applicable laws, and constitute reasonable notice of the commencement of the action, provide a fair recital of the subject matter and proposed terms of the Settlement, provide Settlement Class Members with details regarding how to request exclusion from or to object to the Settlement Agreement, and are hereby approved. Non-material modifications to these exhibits may be made without further order of the Court. The Settlement Administrator and Defendants are directed to carry out the Notice Program in conformance with the Settlement Agreement.

Within **twenty-eight (28) Days of the entry of this Preliminary Approval Order** (the "Notice Deadline"), the Settlement Administrator shall send the Notice in **Exhibit A** to all Settlement Class Members whose addresses are known to Defendants by U.S. mail.

8. **Findings and Conclusions Concerning Notice.** The Court finds that the form, content, and method of giving notice to the Settlement Class as described in Paragraph 8 of this Preliminary Approval Order and the Settlement Agreement (including the exhibits thereto) constitutes reasonable notice of the commencement of the action to the Settlement Class pursuant

to 735 ILCS 5-2/801, the United States Constitution, the Illinois Constitution, and other applicable laws. Specifically, the Notices (both Short Form and Long Form in Exhibits A and B, respectively) themselves are clear and straightforward. They define the Settlement Class; clearly describe the options available to class members and the deadlines for taking action; describe the essential terms of the Settlement, including a description of the subject matter and the proposed terms of the Settlement, including a summary of the monetary or other benefits the class would receive; disclose the requested Service Award for the Class Representatives, as well as the amount that Settlement Class Counsel intends to seek in fees, costs, and expenses; describe procedures for making claims, objections, and requesting exclusion; provide information that will enable Settlement Class Members to calculate their individual recovery; describe the date, time, and place of the Final Fairness Hearing; and prominently display the address and phone number of Settlement Class Counsel and the Settlement Administrator for Settlement Class Members to make further inquiry about the Settlement. Finally, direct mailing, combined with publishing on the Settlement Website, is designed to be the best reasonable notice of the commencement of the action to reach the Settlement Class Members under the circumstances. The Court concludes that the Notice Program meets all applicable requirements of law pursuant to 735 ILCS 5-2/801, the United States Constitution, the Illinois Constitution, and other applicable laws.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must personally sign, and timely submit, complete, and mail a request for exclusion (“Opt-Out Request”) to the Settlement Administrator at the address in the Notice. To be effective, an Opt-Out Request must be postmarked *no later than the final date of the Opt-Out Period, which is the forty-five (45)-Day period beginning upon the Notice Deadline.*

For the Opt-Out Request to be valid, it must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication.

All Settlement Class Members who submit timely, valid Opt-Out Requests, shall receive no benefits or compensation under the Settlement Agreement, shall gain no rights from the Settlement Agreement, shall not be bound by the Settlement Agreement, and shall have no right to object to the Settlement or proposed Settlement Agreement or to participate at the Final Approval Hearing. An Opt-Out Request or other request for exclusion that does not fully comply with the requirements for requesting exclusion from the Settlement Class or that is not timely submitted or postmarked, or that is sent to an address other than that set forth in the Notice, will be invalid, and the person submitting such request will be treated as a Settlement Class Member and will be bound by the Settlement Agreement, including the Release contained therein, and any judgment entered thereon.

10. **Objections.** A Settlement Class Member who complies with the requirements of the Settlement Agreement may object to the Settlement and to Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Award for the Class Representative.

No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is: (a) filed with the Clerk of Court *by the Objection Deadline, which is no later than forty-five (45) Days after the Notice Deadline*, as set forth in the Settlement Agreement and as specified in the Notice or by submitting written objections to the Settlement Administrator and must also include all of the information set forth in Paragraph G(2) of the

Settlement Agreement, which is as follows: (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing either in person or remotely; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

Any Settlement Class Member who fails to comply in full with the requirements for objecting in the Settlement Agreement, the Notice, and any Court orders will forever waive and forfeit any and all rights he or she may have to raise any objection to the Settlement Agreement, will not be permitted to object to the approval of the Settlement at the Final Approval Hearing, will be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means, and will be bound by the Settlement Agreement and by all proceedings, orders, and judgments in the Lawsuit.

11. **Settlement Administration.** Each Class Member shall receive an opportunity to accept a credit monitoring benefit as part of the Settlement. The credit monitoring code for such persons who participate in the Settlement will be activated following the Final Approval Order and upon the Effective Date described in the Settlement Agreement. In addition, Class Representatives and Defendants have created a payment methodology to pay Settlement Class Members. The Court preliminarily approves the plan for credit monitoring and remuneration described in the Settlement Agreement and directs that the Settlement Administrator effectuate the


distribution of Settlement consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved.

If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement, but fail to accept such benefit, shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement Agreement, the Release included in that Settlement Agreement, and the Final Order and Judgment.

12. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement Agreement, if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

13. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if a Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendants of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this Lawsuit or in any other lawsuit.

IT IS SO ORDERED this 12 day of December, 2023.



Judge David Schwartz