

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Stephanie Hoover, Ronald Bailey, Dena Kiger, Jose Kiger, and James Hall (collectively, “Plaintiffs”), individually and on behalf of Participating Settlement Class Members (as defined in Paragraph A.19), and (2) CWGS Group, LLC, Good Sam Enterprises, LLC, CWI, LLC fka CWI, Inc., and Camping World Holdings, Inc. (collectively, “Defendants”) (collectively the “Parties”), in the actions pending in the United States District Court for the Northern District of Illinois, Case Nos. 1:22-cv-6723, 1:22-cv-6897, and 1:22-cv-06933 (the “Litigation”).

RECITALS

WHEREAS, the 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; and

WHEREAS, on December 1, 2022, Plaintiff Hoover filed a Class Action Complaint; and

WHEREAS, on December 8, 2022, Plaintiffs Bailey, Dena Kiger, and Jose Kiger filed a Class Action Complaint; and

WHEREAS, on December 9, 2022, Plaintiff Hall filed a Class Action Complaint; and

WHEREAS, the Plaintiffs and Defendants have engaged in settlement negotiations pursuant to Fed. R. Evid. 408, including a formal mediation conducted by Hon. Wayne Andersen, which concluded with a settlement in principle; and

WHEREAS Defendants continue to deny any wrongdoing whatsoever, including: (a) the allegations and all liability with respect to any and all facts and claims alleged in the Litigation; (b) that the class representatives in the Litigation and the classes they purport to represent have suffered any damage; and (c) that the Litigation satisfies the requirements to be tried as a class action under Federal Rule of Civil Procedure 23 or any similarly applicable state statute or rule; and

WHEREAS, this Agreement shall not be construed as evidence of an admission or concession by Defendants of any fault, liability, wrongdoing, or damage.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, and without any admission or concession by either Party, the Parties agree to a full, complete, and final settlement and resolution of the Litigation, subject to Court approval, on the following terms and conditions:

A. DEFINITIONS

In addition to terms defined at various points within this Agreement, the following defined terms shall have the meanings set forth below:

1. “Class Counsel” means Gary Klinger, Nicholas Migliaccio, Ryan D. Maxey, and Raina Borrelli.

2. “Court” means the court in which the plaintiffs and settlement class seek approval of this settlement.

3. “Data Security Incident” means the data security incident initially disclosed by Defendants in or around November 2022.

4. “Defendants’ Counsel” means Polsinelli PC.

5. “Effective Date” means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order and Judgment; or (ii) if any appeal, petition, request for rehearing, or other review has been filed, the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, requests for rehearing, or other review has expired.

6. “Fee Application” means any motion for an award of attorneys’ fees, Litigation Costs and Expenses, and Service Award Payments to be paid from the Settlement Fund, as set forth in Paragraphs L.1 and M.1.

7. “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel.

8. “Final Approval Order and Judgment” means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Litigation with prejudice, entering judgment in accord with the terms of this Settlement Agreement, and otherwise satisfies the settlement-related provisions of Federal Rule of Civil Procedure 23 or any similarly applicable state statute or rule, and is consistent with all material provisions of this Settlement Agreement. The Parties agree to the Court entering a Final Approval Order and Judgment consistent with the proposed Final Approval Order and Judgment attached hereto as Exhibit 2.

9. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Federal Rule of Civil Procedure 23 and whether to issue the Final Approval Order and Judgment.

10. “Litigation” means, collectively, the class action lawsuits captioned *Hoover v. CWGS Group, Inc.*, No. 1:22-cv-06723, *Bailey, et al. v. Good Sam Enterprises, LLC, et al.*, No. 1:22-cv-06897, and *Hall v. Camping World Holdings, Inc.*, No. 1:22-cv-06933, each pending in the United States District Court for the Northern District of Illinois.

11. “Litigation Costs and Expenses” means costs and expenses incurred by counsel for Plaintiffs in connection with commencing, prosecuting, and settling the Litigation.

12. “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) Notice and Administrative Expenses, (ii) Taxes and Tax-Related Expenses; (iii) Service Awards Payments approved by the Court, and (v) Fee Award and Costs approved by the Court.

13. “Notice” means notice of the proposed class action Settlement to be provided to Settlement Class Members pursuant to the Preliminary Approval Order, substantially in the form attached hereto as Exhibit 3.

14. “Notice Deadline” means the last day by which Notice must issue to the Settlement Class Members, which will occur twenty-eight (28) days after entry of the Preliminary Approval Order.

15. “Notice and Administrative Expenses” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, and administering, calculating and distributing the Settlement Fund to Participating Settlement Class Members. Notice and Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

16. “Objection Deadline” is the last day on which a Settlement Class Member may file an objection to the Settlement or Fee Application, which will be forty-five (45) days after the Notice Deadline.

17. “Opt-Out Deadline” is the last day on which a Settlement Class Member may file a request to be excluded from the Settlement Class, which will be forty-five (45) days after the Notice Deadline.

18. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

19. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under Federal Rule of Civil Procedure 23(e)(2) or any similarly applicable state statute or rule, and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment, that is consistent with all material provisions of this Settlement Agreement.

20. “Released Claims” means any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits, or petitions, and any allegations of wrongdoing, demands for legal, federal, state, or local statutory, equitable, or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief), compensatory damages, consequential damages, penalties, disgorgement, exemplary damages, statutory damages, punitive damages, attorneys’ fees, costs, interest, or expenses that the Releasing Parties

had, have, or may claim now or in the future to have (including, but not limited to, assigned claims and any and all “Unknown Claims” as defined below) whether they did or could have included personally identifiable information, protected health information, biometric information, or genetic information, that were or could have been asserted or alleged arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Litigation, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged, argued, raised, or asserted in any pleading or court filing in the Litigation, including but not limited to those concerning: (1) the disclosure of the Participating Settlement Class Members’ personal information in the Data Security Incident; (2) Defendants’ maintenance of the Participating Settlement Class Members’ personal information as it relates to the Data Security Incident; (3) Defendants’ security policies and practices as it relates to the Data Security Incident; or (4) Defendants’ provision of notice to the Participating Settlement Class Members following the Data Security Incident.

21. “Request for Exclusion” is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice.

22. “Service Award Payment” means compensation awarded by the Court and paid to the Settlement Class Representative in recognition of their role in this litigation.

23. “Settlement” means the settlement of the Litigation by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

24. “Settlement Administrator” means the administrator chosen by Class Counsel. Class Counsel and Defendants’ Counsel may, by agreement, substitute a different Settlement Administrator, subject to Court approval.

25. “Settlement Class” means the 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) 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.

26. “Settlement Class List” means the list generated by Defendants containing the full names, current or last known addresses where known, for all persons who fall under the definition of the Settlement Class, which Defendants shall provide to the Settlement Administrator within seven (7) days of entry of the Preliminary Approval Order.

27. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class.

28. “Settlement Class Representatives” means James Hall, Ronald Bailey, Dena Kiger, Jose Kiger, and Stephanie Hoover.

29. “Settlement Fund” means six hundred fifty thousand dollars and zero cents (\$650,000.00) to be paid by Defendants or their insurance carrier(s) as specified in Paragraph B.1, including any interest accrued thereon after payment.

30. “Settlement Payment” or “Settlement Check” means the payment to be made via check to a Participating Settlement Class Member pursuant to Paragraph C.1.

31. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiffs’ motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs’ Fee Application, and the operative complaints in the Litigation. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

32. “Taxes and Tax-Related Expenses” means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Defendants with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund.

B. SETTLEMENT FUND

1. **Establishment of Settlement Fund.** Within twenty-one (21) days of the Effective Date, Defendants will pay to the Settlement Administrator the \$650,000.00 Settlement Fund minus the amounts advanced for notice and settlement administration costs as described in the next sentence. Within thirty (30) days of entry of the Preliminary Approval Order, Defendants will pay \$100,000.00 from the Settlement Fund to the Settlement Administrator to defray the actual expenses of notice and settlement administration. To the extent this Settlement Agreement is not finally approved, Defendants will be entitled to the return of any amounts not already incurred by the Settlement Administrator in connection with Settlement Administration.

2. **Non-Reversionary.** The Settlement Fund is non-reversionary except as provided herein. As of the Effective Date, all rights of Defendants in or to the Settlement Fund shall be extinguished, except (a) in the event this Settlement Agreement is terminated, as described in Paragraph J.3 or (b) pursuant to the terms described in Section D(3) below.

3. **Qualified Settlement Fund.** The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses

owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation. Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

4. **Custody of Settlement Fund.** The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Paragraph J.3.

5. **Use of the Settlement Fund.** As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for the following: (i) Notice and Administrative Expenses; (ii) Taxes and Tax-Related Expenses; (iii) Service Award Payment approved by the Court; (iv) Fee Award and Costs; (v) reimbursement for Out-of-Pocket Losses and Attested Time; and (vi) Residual Cash Payments. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court.

6. **Taxes and Representations.** Taxes and Tax-Related Expenses relating to the Settlement Fund shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Settlement Class Representative and Participating Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

C. CASH PAYMENTS

1. **Cash Payments.** Participating Settlement Class Members shall receive a cash payment in an amount equal to a *pro rata* share of what remains in the Net Settlement Fund after all funds necessary to pay Notice and Administration Costs and Fee Award and Costs.

D. PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

1. **Payment Timing.** Payments shall be issued in the form of a check to a Participating Settlement Class Member by the Settlement Administrator pursuant to Paragraph C.1 as soon as

practicable after the allocation and distribution of funds are determined by the Settlement Administrator following the Effective Date.

2. **Expiration of Checks.** Settlement Checks shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue.

3. **Uncashed Checks.** To the extent that a Settlement Check is not cashed within ninety (90) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) make reasonable efforts to locate an updated address for the Participating Settlement Class Member using advanced address searches or other reasonable methods; and (2) reissuing a check if an updated address is identified. Any reissued Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time. Following this date, the proceeds from any uncashed checks shall be repaid to Defendants.

4. **Checks to Deceased Class Members.** If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the Participating Settlement Class Member's estate upon receiving proof the Participating Settlement Class Member is deceased and after consultation with Class Counsel. In such instance, the Settlement Administrator will re-issue the check within 10 days of consulting with Class Counsel.

E. BUSINESS PRACTICE COMMITMENTS

1. **Business Practice Changes.** Following the Data Security Incident, Defendants engaged leading outside forensics and cybersecurity experts, launched containment and remediation efforts, and a forensic investigation. Defendants have since taken and will continue to take measures to enhance the security and integrity of their IT Systems.

F. SETTLEMENT CLASS NOTICE

1. **Notice.** Within seven (7) days after the date of the Preliminary Approval Order, Defendants shall provide the Settlement Class List to the Settlement Administrator. The Settlement Administrator shall execute a Business Associate Agreement, including an agreement to maintain the confidentiality of the Settlement Class List, to implement appropriate safeguards to prevent unauthorized access to the Settlement Class List, and to use the Settlement Class List strictly for the business purpose of administering the Settlement. The Settlement Administrator shall not provide the Settlement Class List to Class Counsel. Within twenty-one (21) days after receipt of the Settlement Class List, the Settlement Administrator shall disseminate Notice to the members of the Settlement Class. Notice shall be disseminated via U.S. mail to all Settlement Class members.

G. OPT-OUTS AND OBJECTIONS

1. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than forty-five (45) days after the Notice Deadline. The Request for Exclusion 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. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement. No group opt-outs shall be accepted.

2. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee Application by either appearing at the Final Approval Hearing, either in person or via zoom, or by submitting written objections to the Settlement Administrator postmarked no later than forty-five (45) days after the Notice Deadline. The written objection must include: (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. The Notice must set forth the time and place of the Final Approval Hearing (subject to change) including how to access it remotely and a statement that any Settlement Class Member can elect to object either in person or remotely at the Final Approval Hearing, regardless of whether they have submitted a timely written objection.

H. DUTIES OF THE SETTLEMENT ADMINISTRATOR

1. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Creating, administering, and overseeing the Settlement Fund;
- b. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c. Providing Notice to Settlement Class Members via U.S. mail;
- d. Establishing and maintaining the Settlement Website;
- e. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within one (1) business day;

- f. Responding to any Settlement Class Member inquiries within one (1) business day;
- g. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and Defendants' Counsel a copy thereof no later than three (3) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and to Defendants' Counsel;
- h. After the Effective Date, processing and transmitting Settlement Payments to Participating Settlement Class Members;
- i. Providing weekly or other periodic reports to Class Counsel and Defendants' Counsel that include information regarding the number of Settlement Payments sent or Settlement Checks mailed and delivered, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments. The Settlement Administrator shall also, as requested by Class Counsel or Defendants' Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;
- j. In advance of the Final Approval Hearing, preparing a sworn declaration to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- k. Performing any function related to Settlement administration at the agreed-upon instruction of Class Counsel or Defendants' Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

2. **Limitation of Liability.** The Parties, Class Counsel, and Defendants' Counsel shall not have any liability whatsoever with respect to: (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any Settlement Payments Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

3. **Indemnification.** The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, and Defendants' Counsel for: (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any Settlement Payments from the Settlement Fund; (v) any losses suffered by, or

fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

4. **Expenses.** The total amount of to be paid to the Settlement Administrator from the Settlement Fund shall be limited to a maximum of \$150,000, subject to Court approval.

I. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

1. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date.

2. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of the settlement within 10 days. The Order for Preliminary Approval shall be in a form substantially similar to Exhibit 1 hereto.

3. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing, within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline. The Final Approval Order and Judgment shall be in a form substantially similar to Exhibit 2.

4. **Jurisdiction.** The Court shall retain exclusive jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain exclusive jurisdiction over all parties to this Action and the Settlement Class for the purpose of consummating, implementing, administering, and enforcing all terms of the Agreement. The Court shall also retain exclusive jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. From and after the entry of the Preliminary Approval Order, all Class Members who have not opted out are barred and enjoined from filing, commencing, continuing, prosecuting, intervening in, or participating as class members in any other suit, action, proceeding, case, controversy, or dispute in any jurisdiction against any or all of the Released Parties based on or relating to the Agreement or the matters, claims, or causes of action, or the facts and circumstances relating thereto in this Litigation, that are to be released upon entry of the Final Approval Order and Judgment pursuant to the Agreement, except as required by law or as required to effectuate this Agreement. Furthermore, all persons are enjoined from filing, commencing, prosecuting, litigating, or continuing a lawsuit in any jurisdiction on behalf of Settlement Class Members who have not timely excluded themselves, that is based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, in this Litigation.

J. MODIFICATION AND TERMINATION

1. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written

agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

2. **Decertification of the Settlement Class if Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order and Judgment; or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. Defendants reserve the right to contest class certification for all other purposes. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition, the fact that Defendants did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification.

3. **Termination.** Settlement Class Representative and Defendants shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice") within seven (7) days of: (1) the Court's refusal to issue the Preliminary Approval Order; or (2) within fourteen (14) days of any of the following: (i) the Court's refusal to enter the Final Approval Order and Judgment, or (ii) the date upon which the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court.

4. **Effect of Termination.** In the event of a termination as provided in Paragraph J.3, this Agreement and the Settlement shall be considered null and void; all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Litigation as if the Parties had not entered into this Agreement or the Settlement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

K. RELEASES

1. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each of the Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns, present and former ("Releasing Parties"), shall be deemed to have fully, finally, and forever released, acquitted, and discharged Defendants and their present and former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, members, managers, employees, stockholders, partners, servants, agents, successors, attorneys, advisors, consultants, representatives, insurers, reinsurers, subrogees and the predecessors, successors, and assigns of any of the foregoing (collectively, the "Released Persons") from any and all Released Claims. This release expressly includes Defendants' insurer(s) with respect to all obligations under any part of the insurance policy applicable to the Released Claims, and from any and all claims arising out of the investigation, handling, adjusting, defense, or settlement of the claim including, without limitation, any claims for negligence, invasion of privacy, violations of

California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, et seq.), and violations of California's Consumer Privacy Act (Cal. Civ. Code § 1798.150).

2. **Unknown Claims.** The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Litigation and that any of the Settlement Class Representative or Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns, does not know or suspect to exist, which, if known by him, her, or it, might affect his, her, or its agreement to release Defendants and their present and former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, members, managers, agents, successors, attorneys, advisors, consultants, representatives, insurers, reinsurers, subrogees and the predecessors, successors, and assigns of any of the foregoing, or the Released Claims, or might affect his, her, or its decision to agree, object, or not to object to the Settlement. Upon the Effective Date, each of the Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States. Specifically, the Settling Parties stipulate and agree that upon the Effective Date, the Representative Plaintiffs and Settlement Class Members expressly shall have and by operation of the Judgment shall have, released any and all Released Claims, including Unknown Claims, and waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

The Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph.

3. **Release of Class Representative and Class Counsel.** Upon the Effective Date, Defendants and their representatives, officers, agents, directors, affiliates, employees, insurers, and attorneys shall be deemed to have released, acquitted, and forever discharged the Settlement Class Representative and Class Counsel from any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions,

and any allegations of wrongdoing, demands for legal, equitable, or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses), whether known or unknown, that arise out of, are based upon, or relate to prosecution of the Litigation, the Settlement Agreement, or the Settlement process (provided, however, that this release and discharge shall not include claims relating to the enforcement of the terms of the Settlement or this Agreement).

4. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representative and other Participating Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding Paragraphs in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. Likewise, Defendants and their representatives, officers, agents, directors, affiliates, employees, insurers, and attorneys shall be enjoined from prosecuting any claim they have released in the preceding Paragraphs in any proceeding against Settlement Class Representative and Class Counsel or based on any actions taken by Settlement Class Representative and Class Counsel that are authorized or required by this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any claim or proceeding described in this Section.

5. **Satisfaction of Judgment.** Once all obligations in this Settlement Agreement have been satisfied, the Parties agree to file a satisfaction of judgment with the Court.

L. SERVICE AWARD PAYMENT

1. **Service Award Payment.** At least ten (10) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application that will include a request for Service Award Payments for the Settlement Class Representatives in recognition of their contributions to this Litigation. Defendants agree not to oppose Class Counsel's request for a service award not to exceed \$2,500.00 for each of the Settlement Class Representatives. The Settlement Administrator shall make the Service Award Payments to the Settlement Class Representatives from the Settlement Fund. Such Service Award Payments shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than thirty (30) days after the Effective Date.

2. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the Service Award Payment in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award Payment, shall constitute grounds for termination of this Agreement.

M. ATTORNEYS' FEES, COSTS, EXPENSES

1. **Attorneys' Fees and Costs and Expenses.** At least ten (10) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application for an award of attorneys' fees and Litigation Costs and Expenses to be paid from the Settlement Fund. Class Counsel will

request an award of attorneys' fees not to exceed thirty five percent (35%) of the Settlement Fund and reimbursement of litigation costs and expenses not to exceed \$50,000. Prior to the disbursement or payment of the Fee Award and Costs under this Agreement, Class Counsel shall provide to Defendants and the Settlement Administrator a properly completed and duly executed IRS Form W-9. Fee Award and Costs (plus any interest accrued thereon) shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than thirty (30) days after the Effective Date.

2. **Allocation.** Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst Plaintiffs' counsel and any other attorneys for Plaintiff. Defendants shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

N. NO ADMISSION OF LIABILITY

1. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

2. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendants in the Litigation or in any proceeding in any court, administrative agency, or other tribunal.

O. MISCELLANEOUS

1. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

2. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications, and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Settlement Class Notice to the Settlement Class.

3. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

4. **Construction.** For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

5. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

6. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other in good faith prior to seeking Court intervention.

7. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the state of Illinois, without regard to the principles thereof regarding choice of law.

8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically through e-mail of an Adobe PDF shall be deemed an original.

9. **Notices.** All notices to Class Counsel provided for herein, shall be sent by overnight mail and email to:

Gary M. Klinger
Milberg Coleman Bryson Phillips Grossman LLC
221 W. Monroe Street, Suite 2100
Chicago, Illinois 60606

Nicholas A. Migliaccio
MIGLIACCIO & RATHOD LLP
412 H St. N.E.
Suite 302
Washington, DC 20002
(202) 470-3520
nmigliaccio@classlawdc.com

Ryan D. Maxey
MORGAN & MORGAN
COMPLEX LITIGATION GROUP
201 N. Franklin Street, 7th Floor
Tampa, Florida 33602
(813) 223-5505
rmaxey@ForThePeople.com

Raina C. Borrelli
Sam Strauss
TURKE & STRAUSS LLP
raina@turkestrauss.com
Sam@turkestrauss.com
TURKE & STRAUSS LLP
613 Williamson St., Suite 201
Madison, WI 53703
Telephone: (608) 237-1775
Facsimile: (608) 509-4423


All notices to Defendants provided for herein, shall be sent by overnight mail and email to:

Kevin Hogan
POLSINELLI PC
150 N. Riverside Plaza, Suite 3000
Chicago, IL 60606
(312) 819-1900
kmhogan@polsinelli.com

Mark Olthoff
Cate Green
POLSINELLI PC
900 W. 48th Place, Suite 900
Kansas City, MO 64112
(816) 753-1000
molthoff@polsinelli.com
cgreen@polsinelli.com

The notice recipients and addresses designated above may be changed by written notice.

10. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

By: 

Date: June 9, 2023

Printed Name: Lindsey Christen
On behalf of Defendants

Its: EVP, General Counsel

By: 

Date: 6/12/23

By: _____
Mark Olthoff
Polsinelli PC

Date: _____

Counsel for Defendants

By: Gary M. Klinger
Gary M. Klinger
Milberg Coleman Bryson Phillips
Grossman LLC

Date: June 5, 2023

By: Nicholas Migliaccio
Nicholas Migliaccio
Migliaccio & Rathod, LLP

Date: June 6, 2023

By: _____
Ryan D. Maxey
Morgan & Morgan

Date: _____

By: _____
Raina C. Borelli
Turke & Strauss, LLP

Date: _____

Counsel for Plaintiffs and the Settlement Class

By: _____
Mark Olthoff
Polsinelli PC

Date: _____

Counsel for Defendants

By: Gary M. Klinger
Gary M. Klinger
Milberg Coleman Bryson Phillips
Grossman LLC

Date: June 5, 2023

By: Nicholas Migliaccio
Nicholas Migliaccio
Migliaccio & Rathod, LLP

Date: June 6, 2023

By: Ryan D. Maxey
Ryan D. Maxey
Morgan & Morgan

Date: June 15, 2023

By: _____
Raina C. Borelli
Turke & Strauss, LLP

Date: _____

Counsel for Plaintiffs and the Settlement Class

By: _____
Mark Olthoff
Polsinelli PC

Date: _____

Counsel for Defendants

By: Gary M. Klinger
Gary M. Klinger
Milberg Coleman Bryson Phillips
Grossman LLC

Date: June 5, 2023

By: _____
Nicholas Migliaccio
Migliaccio & Rathod, LLP

Date: _____

By: _____
Ryan D. Maxey
Morgan & Morgan

Date: _____

By: Raina Borrelli
Raina C. Borelli
Turke & Strauss, LLP

Date: 06 / 05 / 2023

Counsel for Plaintiffs and the Settlement Class

EXHIBIT 1

**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

**[PROPOSED] ORDER GRANTING 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”) 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 Morgan & Morgan.

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 _____, 2023 at _____ o'clock [a.m./p.m.] in [COURT ADDRESS], 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 Morgan & Morgan 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.

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. **Claims Process and Settlement Administration.** Class Representatives and Defendants have created a payment methodology to pay Settlement Class Members. The Court preliminarily approves the plan for 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.

14. **Stay of Proceedings.** Except as necessary to effectuate this Preliminary Approval Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Order and Judgment, or until such further order of this Court. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending the Final Approval Hearing and issuance of the Final Order and Judgment, or until such further order of this Court.

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the

Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator.

16. **Summary of Deadlines.** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Preliminary Approval Order include, but are not limited to:

EVENT	DATE
Notice Deadline	28 Days after Preliminary Approval
Deadline for Plaintiffs to File Motion for Attorneys' Fees, Costs, Expenses, and Service Award	10 Days Prior to Opt-Out and Objection Deadlines
Deadline for Settlement Class Members to Opt-Out of or Object to Settlement Agreement	45 Days after Notice Deadline
Final Approval Hearing	Not less than 120 days after Preliminary Approval (COURT TO FILL IN DATE) _____, 2023

IT IS SO ORDERED this ____ day of _____, 2023.

EXHIBIT 2

**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

**[PROPOSED] FINAL ORDER AND
JUDGMENT GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement ("Motion for Final Approval"), requesting that the Court enter an Order and Judgment Granting Final Approval of the Class Action Settlement ("Final Order and Judgment") involving Plaintiffs Stephanie Hoover, Ronald Bailey, Dena Kiger, Jose Kiger, and James Hall ("Plaintiffs" or "Class Representatives") and Defendants 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"), as fair, reasonable, adequate, and in the best interests of the Settlement Class.

Having reviewed and considered the Settlement Agreement and Plaintiffs' Unopposed Motion for Final Approval, and having conducted a Final Approval Hearing, the Court, pursuant

to 735 ILCS 5/2-805, makes the findings and grants the relief set forth below, approving the Settlement upon the terms and conditions set forth in this Final Order and Judgment.

THE COURT not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

THE COURT being required under 735 ILCS 5/2-805 to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate, and in the best interests of the Settlement Class; and

THE COURT having considered all the documents filed in support of the Settlement, and having fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court;

IT IS ORDERED on this ____ day of _____, 2023 that:

1. The Settlement involves allegations in Plaintiffs' Class Action Complaint that Defendants failed to safeguard and protect the personally identifiable information ("PII") of persons who worked for or purchased goods or services from Defendants, and that this alleged failure caused injuries to Plaintiffs and the Settlement Class.

2. The Settlement does not constitute an admission of liability by Defendants, and the Court expressly does not make any finding of liability or wrongdoing by Defendants.

3. Unless otherwise noted, words spelled in this Final Order and Judgment with initial capital letters have the same meaning as set forth in the Settlement Agreement, except as otherwise may be indicated.

4. On _____, 2023, the Court entered an Order Granting Preliminary

Approval of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), which among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of Notice under the Notice Program set forth in the Settlement Agreement; (b) conditionally certified a Settlement Class; (c) provisionally appointed Plaintiffs as the Class Representatives; (d) provisionally appointed Milberg Coleman Bryson Phillips Grossman, PLLC, Turke & Strauss LLP, Migliaccio & Rathod, LLP, and Morgan & Morgan as Settlement Class Counsel; (e) preliminarily approved the Settlement Agreement and the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; (f) set deadlines and procedures for Settlement Class Members to request exclusion from and to object to the Settlement; (g) approved and appointed Epiq as the Settlement Administrator; and (h) set the date for the Final Approval Hearing.

5. In the Preliminary Approval Order, pursuant to 735 ILCS 5/2-801, the Court conditionally certified 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 Classes are:

(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 finally certifies the Settlement Class, as defined above and in the Preliminary Approval Order, pursuant to 735 ILCS 5/2-801.

6. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement and Settlement. The Court finds that

the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

- a. A process for Settlement Class Members to submit claims for compensation that will be evaluated by the Settlement Administrator mutually.
- b. All Notice and Claims Administration Costs to be paid out of the Settlement Fund.
- c. A Court-approved amount for attorneys' fees not to exceed 35% of the Settlement Fund and costs, and expenses of Settlement Class Counsel not to exceed \$50,000, to be paid out of the Settlement Fund.
- d. Service Awards to each Class Representative in an amount not to exceed \$2,500 to be paid out of the Settlement Fund.

8. The terms of the Settlement Agreement are fair, reasonable, and adequate and are hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Final Order and Judgment and the terms of the Settlement Agreement.

9. Notice of the Final Approval Hearing, the proposed motion for attorneys' fees, costs, and expenses, and Service Awards have been provided to Settlement Class Members as directed by this Court's Orders, and an affidavit or declaration of the Settlement Administrator's compliance with the Notice Program has been filed with the Court.

10. The Court finds that such Notice as therein ordered, constitutes reasonable notice of the commencement of the action as directed by the Court and meets all applicable requirements of law pursuant to 735 ILCS 5-2/801 and constitutes Due Process under the U.S. and Illinois Constitutions.

12. The deadline for Settlement Class Members to object to, or to exclude themselves from, the Settlement has passed.

13. _____ objections were filed by Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.

14. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

15. As of the final date of the Opt-Out Period, _____ potential Settlement Class Members have submitted a valid Opt-Out Request to be excluded from the Settlement. The names of those persons are set forth in **Exhibit A** to this Order. Those persons are not bound by this Final Order and Judgment, as set forth in the Settlement Agreement.

16. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

17. Pursuant to the Settlement Agreement, Defendants and the Settlement Administrator shall implement the Settlement in the manner and timeframe as set forth therein.

18. The Court appoints Plaintiffs Stephanie Hoover, Ronald Bailey, Dena Kiger, Jose Kiger and James Hall as Class Representatives.

19. The Court appoints Milberg Coleman Bryson Phillips Grossman, PLLC, Turke & Strauss LLP, Migliaccio & Rathod, LLP, and Morgan & Morgan as Settlement Class Counsel.

20. Pursuant to the Settlement Agreement, Plaintiffs and the Settlement Class Members release claims against Defendants and all Released Persons, as defined in the Settlement Agreement, as follows:

[A]ny and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits, or petitions, and any allegations of wrongdoing, demands for legal, federal, state, or local statutory, equitable, or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, disgorgement, exemplary damages, statutory damages, punitive damages, attorneys' fees, costs, interest, or expenses) that the Releasing Parties had, have, or may claim now or in the future to have (including, but not limited to, assigned claims and any and all "Unknown Claims" as defined below) whether they did or could have included personally identifiable information, protected health information, biometric information, or genetic information, that were or could have been asserted or alleged arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Litigation, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged, argued, raised, or asserted in any pleading or court filing in the Litigation, including but not limited to those concerning: (1) the disclosure of the Participating Settlement Class Members' personal information in the Data Security Incident; (2) Defendants' maintenance of the Participating Settlement Class Members' personal information as it relates to the Data Security Incident; (3) Defendants' security policies and practices as it relates to the Data Security Incident; or (4) Defendants' provision of notice to the Participating Settlement Class Members following the Data Security Incident.

Released Claims shall not include the right of any Settlement Class Member, Plaintiffs' counsel, Settlement Class Counsel, or any of the Released Persons to enforce the terms of the Settlement contained in the Settlement Agreement and shall not include the claims of those persons identified in **Exhibit A** to this Final Order and Judgment, who have timely and validly requested exclusion from the Settlement Class.

21. On the Effective Date, the Parties and each and every Settlement Class Member shall be bound by the Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided therein. No other action, demand, suit, arbitration, or other claim may be pursued against Defendants or any Released Persons with respect to the Released Claims.

22. Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, pursuing, or participating in any recovery in any action in this or any

other forum (other than participation in the Settlement as provided in the Settlement Agreement) in which any of the Released Claims is asserted.

23. On the Effective Date and in consideration of the promises and covenants set forth in the Settlement Agreement, (i) Plaintiffs and each Settlement Class Member, and each of their respective spouses and children with claims on behalf of the Settlement Class Member, executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the “Releasing Persons”), and (ii) Settlement Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and by operation of this Final Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Persons from the Released Claims. The release set forth in the preceding sentence (the “Release”) shall be included as part of any judgment, so that all Released Claims shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion.

24. Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorneys’ fees, costs, and expenses incurred by Settlement Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner to the Lawsuit, the Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for the Service Awards to Plaintiffs.

25. Subject to Court approval, as of the Effective Date, all Settlement Class Members shall be bound by the Settlement Agreement and the Release and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Lawsuit or the Settlement.

26. As of the Effective Date, the Released Persons are deemed, by operation of the entry of this Final Order and Judgment, to have fully released and forever discharged Plaintiffs, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, of and from any claims arising out of the Lawsuit or the Settlement. Any other claims or defenses Defendants or other Released Persons may have against Plaintiffs, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, including, without limitation, any claims based upon or arising out of any employment, debtor-creditor, contractual, or other business relationship that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Lawsuit or the Released Claims are not released, are specifically preserved, and shall not be affected by the preceding sentence.

27. As of the Effective Date, the Released Persons are deemed, by operation of entry of the Final Order and Judgment, to have fully released and forever discharged each other of and from any claims they may have against each other arising from the claims asserted in the Lawsuit, including any claims arising out of the investigation, defense, or Settlement of the Lawsuit.

28. The matter is hereby dismissed with prejudice and without costs, except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

29. This Final Order and Judgment resolves all claims against all parties in the Lawsuit and is a final order. There is no just reason to delay the entry of final judgment in this matter, and

the Clerk is directed to file this Final Order and Judgment as the final judgment in this matter.

IT IS SO ORDERED this ____ day of _____, 2023.

EXHIBIT 3

Camping World
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

Court-Approved Legal Notice

If you were notified that your personal information was or may have been compromised in a Data Security Incident involving Camping World Holdings, Inc. and other companies, you may be entitled to a cash payment from a class action settlement.

<<MAIL ID>>

<<NAME 1>>

<<NAME 2>>

<<ADDRESS LINE 1>>

<<ADDRESS LINE 2>>

<<ADDRESS LINE 3>>

<<ADDRESS LINE 4>>

<<ADDRESS LINE 5>>

<<CITY, STATE ZIP>>

<<COUNTRY>>

A \$650,000 Settlement has been reached in a class action lawsuit against CWGS Group, LLC, Good Sam Enterprises, LLC, CWI, LLC fka CWI, Inc., and Camping World Holdings, Inc. (collectively, “Defendants”) regarding a data security incident. Plaintiffs allege that a Data Security Incident disclosed by Defendants on or about November 3, 2022, potentially affected certain sensitive, personally identifiable information of people who worked for or purchased goods or services from Defendants, among others (the “Data Security Incident”).

You are Receiving this Notice Because Defendants’ Records Indicate You may be a Settlement Class Member. You are a “Settlement Class Member” if you were notified by Defendants that your personal information was or may have been compromised in the Data Security Incident.

What Does the Settlement Provide? The Settlement provides the following settlement benefits to Settlement Class Members.

- **Cash Settlement Payment** - If you are a Settlement Class Member, you will receive an automatic cash Settlement Payment by check in an amount equal to a *pro rata* share (a legal term meaning equal share) of what remains in the Net Settlement Fund after all necessary fees and costs are paid. You do not need to file a claim to receive a cash Settlement Payment.
- **Business Practice Changes** - Defendants have also taken and will continue to take measures to enhance the security and integrity of their IT Systems.

Your Options. If you do *not* want a settlement benefit, and you want to keep the right to sue or continue to sue Defendants on your own about the legal issues in this lawsuit, you must file a Request for Exclusion **postmarked** by **Month DD, 20YY**. If you do not exclude yourself, you will remain in the Settlement Class and will lose the right to sue Defendants about the legal issues in this lawsuit and will be bound by the Settlement. If you do not exclude yourself, you may object to the Settlement. The deadline to object is **Month DD, 20YY**.

The Court will hold a Final Approval Hearing on **Month DD, 20YY**, at **x:00 x.m.**, to consider whether to approve the Settlement, attorneys’ fees, costs, and expenses, and Service Award Payments, and hear any objections. You do not need to attend the hearing. If you file an objection that includes a notice of intention to appear, you may attend the hearing, and you may ask to speak, but you do not have to speak. You may hire your own lawyer to attend, at your own expense, but you do not need to do so. You can object either in person or remotely at the Final Approval Hearing, regardless of whether you have submitted a timely written objection. After the hearing, the Court will decide whether to approve the Settlement. This notice summarizes the Settlement and your rights.

More Information is available at www.xxxxxxxxx.com or by calling toll-free 1-XXX.XXX.XXXX

If you were notified that your personal information was or may have been compromised in a Data Security Incident involving Camping World Holdings, Inc. and other companies, you may be entitled to a cash payment from a class action settlement.

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

- A \$650,000 Settlement has been reached in a class action lawsuit against CWGS Group, LLC, Good Sam Enterprises, LLC, CWI, LLC fka CWI, Inc., and Camping World Holdings, Inc. (collectively, “Defendants”) regarding a data security incident. Plaintiffs allege that a Data Security Incident disclosed by Defendants on or about November 3, 2022, potentially affected certain sensitive, personally identifiable information of people who worked for or purchased goods or services from Defendants, among others (the “Data Security Incident”).
- You are a “Settlement Class Member” if you were notified by Defendants that your personal information was or may have been compromised in the Data Security Incident.
- The Settlement provides the following settlement benefits to Settlement Class Members.

Cash Settlement Payment

If you are a Settlement Class Member, you will receive a cash Settlement Payment in an amount equal to a *pro rata* share (a legal term meaning equal share) of what remains in the Net Settlement Fund after all necessary fees and costs are paid. The cash Settlement Payment is an automatic payment to be paid by check, you do not need to file a claim to receive a cash Settlement Payment.

Business Practice Changes

Following the Data Security Incident, Defendants engaged leading outside forensics and cybersecurity experts, launched containment and remediation efforts, and a forensic investigation. Defendants have since taken and will continue to take measures to enhance the security and integrity of their IT Systems.

This Notice may affect your rights. Please read it carefully.

Your Legal Rights and Options		Deadline
Exclude Yourself	Get no settlement benefits. Keep your right to file your own lawsuit against the Released Persons (including Defendants) about the legal claims in this case.	Month DD, 20YY
Object	Tell the Court why you do not like the Settlement or the Fee Application. You will still be bound by the Settlement if the Court approves it.	Month DD, 20YY
Go to a Hearing	If you are a Settlement Class Member, you have the right, but are not required, to attend the Final Approval Hearing.	
Do Nothing	Receive an automatic cash Settlement Payment by check. Be bound by the Settlement.	

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court must decide whether to approve the Settlement and the requested attorneys’ fees, costs, and expenses. No settlement benefits will be provided unless the Court approves the Settlement.

Questions? Go to www.xxxxxxxxxx.com or call 1-xxx-xxx-xxxx

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Questions? Go to www.xxxxxxxxxx.com or call 1-xxx-xxx-xxxx

BASIC INFORMATION

1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the proposed Settlement of three class action lawsuits and about all of your rights and options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuits, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get settlement benefits.

There are three class action lawsuits involved in this Settlement. The cases are known as *Hoover v. CWGS Group, Inc.*, No. 1:22-cv-06723, *Bailey, et al. v. Good Sam Enterprises, LLC, et al.*, No. 1:22-cv-06897, and *Hall v. Camping World Holdings, Inc.*, No. 1:22-cv-06933, each of which were brought in the United States District Court for the Northern District of Illinois. The persons who filed the lawsuits are called the “Plaintiffs” and the companies sued, CWGS Group, LLC, Good Sam Enterprises, LLC, CWI, LLC fka CWI, Inc., and Camping World Holdings, Inc. are collectively called “Defendants.”

2. What is this lawsuit about?

Plaintiffs allege that a Data Security Incident disclosed by Defendants on or about November 3, 2022, potentially affected certain sensitive, personally identifiable information of people who worked for or purchased goods or services from Defendants, among others.

Defendants continue to deny any wrongdoing whatsoever. By entering into the Settlement, Defendants are not admitting any wrongdoing.

3. Why is the lawsuit a class action?

In a class action, plaintiffs sue on behalf of all people who have similar claims. In this lawsuit, Plaintiffs also referred to as “Settlement Class Representatives” James Hall, Ronald Bailey, Dena Kiger, Jose Kiger, and Stephanie Hoover. Together, all these people are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who timely exclude themselves (opt out) from the Settlement Class.

4. Why is there a Settlement?

Plaintiffs and Defendants do not agree with the legal allegations asserted in this lawsuit. The Court has not decided in favor of Plaintiffs or Defendants. Instead, Plaintiffs and Defendants have agreed to settle the lawsuit. Plaintiffs and the lawyers for the Settlement Class (“Class Counsel”) believe the Settlement is best for all Settlement Class Members because of the benefits of the Settlement and the risks and uncertainty associated with continued litigation.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are a Settlement Class Member if you were notified by Defendants that their personal information was or may have been compromised in the Data Security Incident (meaning the Data Security Incident initially disclosed by Defendants in or around November 2022).

Questions? Go to www.xxxxxxxxxx.com or call 1-xxx-xxx-xxxx

6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are: (1) the judges presiding over this litigation, and members of their direct families; (2) 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.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at www.xxxxxxxxxx.com or call the Settlement Administrator's Settlement Toll-Free Number at 1-xxx-xxx-xxxx.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

Cash Settlement Payment

If you are a Settlement Class Member, you will receive a cash Settlement Payment in an amount equal to a *pro rata* share (a legal term meaning equal share) of what remains in the Net Settlement Fund after all necessary fees and costs are paid.

The cash Settlement Payment is an automatic payment by check, you do not need to file a claim to receive a cash Settlement Payment.

Business Practice Changes

Following the Data Security Incident, Defendants engaged leading outside forensics and cybersecurity experts, launched containment and remediation efforts, and a forensic investigation. Defendants have since taken and will continue to take measures to enhance the security and integrity of their IT Systems.

9. How will the amount of cash Settlement Payments be determined?

According to the Settlement Agreement, a \$650,000 Settlement Fund will be established for the Settlement and will be used to pay for: (1) Notice and Administrative Expenses; (2) Taxes and Tax-Related Expenses; (3) Service Award Payment approved by the Court; and (4) attorneys' fees, costs, and expenses. The amount remaining after these items are paid or allocated, if any is the "Net Settlement Fund."

The Net Settlement Fund will be used to provide cash Settlement Payments to Settlement Class Members, which will be determined by dividing the remaining Net Settlement Fund amount by the number of Settlement Class Members (this is called a *pro rata* share – a legal term meaning equal share).

10. What am I giving up to receive settlement benefits or stay in the Settlement Class?

Unless you exclude yourself (opt out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other action for all Released Claims, including Unknown Claims, against the Released Persons (including Defendants) that relates to the

Questions? Go to www.xxxxxxxxxx.com or call 1-xxx-xxx-xxxx

Data Security Incident or this lawsuit. The specific rights you are giving up are called “Released Claims.”

11. What are the Released Claims?

The Settlement Agreement in Sections A(21) and K describes the Releases, Released Claims, and Released Persons in necessary legal terminology, so please read these sections carefully. The Released Claims also includes the release of Unknown Claims, which is also described in necessary legal terminology in the Settlement Agreement in Section K(2). The Settlement Agreement is available at www.xxxxxxxxxx.com or in the public Court records on file in these lawsuits. For questions regarding the Releases or Released Claims and what the language in the Settlement Agreement means, you can also contact one of the lawyers listed in Question 15 of this Notice for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

12. Do I have to file a claim to receive settlement benefits?

No, cash Settlement Payments will be automatic payments by check, you do not need to file a claim to receive a cash Settlement Payment.

13. What happens if my contact information changes?

If you change your mailing address or email address, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling 1-xxx-xxx-xxxx or by writing to:

Camping World Settlement Administrator
PO Box xxxx
Portland, OR 97228-6340

14. When will I receive my settlement benefits?

Cash Settlement Payments will be provided to Settlement Class Members by check after the Settlement is approved by the Court and becomes final. It may take time for the Settlement to be approved and become final. Please be patient and check www.xxxxxxxxxx.com for updates.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Yes, the Court has appointed attorneys Gary Klinger, Nicholas Migliaccio, Ryan D. Maxey, and Raina Borrelli as Class Counsel to represent you and the Settlement Class for purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this lawsuit.

Class Counsel

Questions? Go to www.xxxxxxxxxx.com or call 1-xxx-xxx-xxxx

<p>Gary M. Klinger Milberg Coleman Bryson Phillips Grossman LLC 221 W. Monroe Street, Suite 2100 Chicago, IL 60606</p> <p>Ryan D. Maxey Morgan & Morgan Complex Litigation Group 201 N. Franklin Street, 7th Floor Tampa, FL 33602 (813) 223-5505 rmaxey@ForThePeople.com</p>	<p>Nicholas A. Migliaccio Migliaccio & Rathod LLP 412 H St. N.E., Suite 302 Washington, DC 20002 (202) 470-3520 nmigliaccio@classlawdc.com</p> <p>Raina C. Borrelli Sam Strauss Turke & Strauss LLP 613 Williamson Street, Suite 201 Madison, WI 53703 (608) 237-1775 raina@turkestrauss.com Sam@turkestrauss.com</p>
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16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys’ fees, not to exceed 35% of the Settlement Fund (\$227,500) and for reimbursement of litigation costs and expenses not to exceed \$50,000. Class Counsel will also ask the Court to approve Service Award Payments not to exceed \$2,500 for each of the Settlement Class Representatives in recognition for their contributions to this lawsuit. If awarded by the Court, attorneys’ fees, costs, and expenses, and the Service Award Payments will be paid out of the Settlement Fund. The Court may award less than these amounts.

OPTING OUT FROM THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue Defendants or Released Persons on your own based on the claims raised in these lawsuits or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from or “opting out” of the Settlement.

17. How do I get out of the Settlement?

To opt out of the Settlement, you must mail a written Request for Exclusion, which must include all of the following:

- 1) The words “Camping World Request for Exclusion;”
- 2) Your full name and current address;
- 3) Your personal signature; and
- 4) At the top of your written Request for Exclusion, the words “Request for Exclusion” or a similar statement that you do not want to participate in the Settlement.

The Request for Exclusion must be mailed to the Settlement Administrator at the following address **postmarked** by **Month DD, 20YY**:

Camping World Settlement Administrator
Exclusions
PO Box xxxx
Portland, OR 97xxx-xxxx

Questions? Go to www.xxxxxxxxxx.com or call 1-xxx-xxx-xxxx

Any Settlement Class Member who does not file a timely Request for Exclusion and does not follow the requirements listed here for a Request for Exclusion, will lose the opportunity to exclude themselves from the Settlement and will be bound by the Settlement.

You cannot exclude yourself by telephone or by email. A Request for Exclusion may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

18. If I opt out, can I get anything from the Settlement?

No. If you opt out, you are telling the Court you do not want to be part of the Settlement. You can only get settlement benefits if you stay in the Settlement.

19. If I do not opt out, can I sue Defendants for the same thing later?

No. Unless you opt out, you give up any right to sue the Released Persons (including Defendants) for all claims and other matters released in and by the Settlement Agreement Section K. You must opt out to start or continue with your own lawsuit or be part of any other lawsuit against the Released Persons (including Defendants) regarding the Released Claims. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

20. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can object to the Settlement or Fee Application, meaning tell the Court you do not agree with all or any part of the Settlement. You can object by either submitting a written objection or appearing at the Final Approval Hearing in person or via Zoom (see Question 22 for details regarding the time and place of the Final Approval Hearing, which are subject to change, including how to access the hearing remotely). You can object either in person or remotely at the Final Approval Hearing, regardless of whether you have submitted a timely written objection.

Your written objection must include the following information:

- 1) The words “Camping World Objection;”
- 2) Your full name, current mailing address, and telephone number;
- 3) A statement of the specific grounds for the objection, as well as any documents supporting the objection;
- 4) A statement of whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- 5) Identify all lawyer(s) representing you as the objector;
- 6) A statement regarding whether you as a Settlement Class Member (or your lawyer) intends to appear at the Final Approval Hearing either in person or remotely; and
- 7) Your signature or the signature of your lawyer.

Your written objection must be mailed to the Settlement Administrator at the following address **postmarked by Month DD, 20YY:**

Camping World Settlement Administrator
Objections
PO Box xxxxx
Portland, OR 97xxx-xxxx

Questions? Go to www.xxxxxxxxxx.com or call 1-xxx-xxx-xxxx

If you object, you do not have to appear at the Final Approval Hearing. However, if you intend to attend the Final Approval Hearing, you must also file with the Court a notice of appearance.

If any attorney will represent you at the Final Approval Hearing, the notice of appearance filed with the Court must include:

- 1) The attorney's name, address, phone number, and email address;
- 2) The state bar(s) to which the attorney is admitted, and associated bar numbers; and
- 3) A list of all objections to class action settlements the attorney has filed in the past three years, and the results of any such objections, including any sanctions issued by a court in connection with any such objections.

If you object and intend to call witnesses at the Final Approval Hearing, you must provide a list of any such witnesses, together with a brief summary of each witness's expected testimony, at least thirty (30) days before the Final Approval Hearing.

21. What is the difference between objecting and asking to opt out?

Objecting is simply telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

22. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **Month DD, 20YY, at x:00 x.m.** before the Honorable ____, at _____. To access the Final Approval Hearing remotely via Zoom, you must _____.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsels' motion for attorneys' fees, costs, and expenses, and Service Award Payments for each of the Settlement Class Representatives. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak or object at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change. The Court may also decide to hold the hearing via Zoom or by phone. Any change will be posted on the Settlement Website at www.xxxxxxxxxx.com.

Any Settlement Class Member can elect to object either in person or remotely via Zoom at the Final Approval Hearing, regardless of whether they have submitted a timely written objection.

23. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so. Any Settlement Class Member can elect to object either in person or remotely at the Final Approval Hearing, regardless of whether they have submitted a timely written objection.

Questions? Go to www.xxxxxxxxxx.com or call 1-xxx-xxx-xxxx

24. May I speak at the Final Approval Hearing?

Yes, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must follow the instructions provided in Question 20 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will receive an automatic cash Settlement Payment by check. You will also give up rights explained in the “Opting Out from the Settlement” section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit, etc. against the Released Persons (including Defendants) regarding the Released Claims in this lawsuit.

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.xxxxxxxxxx.com, by calling 1-xxx-xxx-xxxx, or by writing to:

Camping World Settlement Administrator
PO Box xxxx
Portland, OR 97xxx-xxxx

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT’S CLERKS OFFICE
REGARDING THIS NOTICE.**

Questions? Go to www.xxxxxxxxxx.com or call 1-xxx-xxx-xxxx