

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
SOUTHERN DIVISION**

**NORA RUIZ, individually and on behalf
of all others similarly situated,**

Plaintiff,

v.

**BASS PRO GROUP LLC, and BPS
DIRECT LLC, d/b/a BASS PRO SHOPS,**

Defendants.

Case No. 6:24-cv-03122-MDH

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (the “Agreement”) is made and entered into by and between Plaintiff Nora Ruiz (“Named Plaintiff”) and all members of the Settlement Class (defined below), on the one hand, and Defendants Bass Pro Group LLC, and BPS Direct LLC, d/b/a Bass Pro Shops (“Defendants”) (collectively, the “Parties”), on the other hand, to resolve all claims and disputes at issue in the lawsuit filed by the Named Plaintiff with the U.S. District Court for the Western District of Missouri, *Ruiz v. Bass Pro Group LLC, et al.*, Case No. 6:24-cv-03122-MDH (the “Litigation”).

RECITALS

WHEREAS, the Named Plaintiff filed a Complaint in this Litigation, individually and on behalf of all others similarly situated, alleging that Defendants breached their fiduciary duties and other provisions of the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, *et seq.*, (“ERISA”) by maintaining a wellness program that discriminated against employees based on an impermissible health factor by failing to provide a reasonable alternative standard or notice of the same with respect to a tobacco surcharge associated with their group health plan. *See* Doc. 1;

WHEREAS, Defendants deny and continue to deny all of the allegations made by the Named Plaintiff, and deny, and continue to deny that they are liable or owe damages to anyone with respect to the alleged facts or causes of action alleged, or that any claims asserted by the Named Plaintiff may proceed on a class action basis. Nonetheless, without admitting or conceding any arguments, issues, liability, or damages whatsoever, including that any claims alleged may proceed on a class action basis, Defendants have agreed to settle the claims on the terms and conditions set forth in this Agreement to avoid the burden and expense of continuing to defend against litigation;

WHEREAS, Class Counsel (as defined below) has interviewed the Named Plaintiff and other members of the Settlement Class, and has reviewed and analyzed documents and data produced by Defendants;

WHEREAS, Class Counsel has analyzed and evaluated the merits of the claims made against Defendants, and the impact of this Agreement on the Named Plaintiff and the Settlement Class;

WHEREAS, based upon their analysis and evaluation of a number of factors, and recognizing the risks of litigation with respect to certain claims, including the possibility that any litigation might result in a recovery that is less favorable to the Settlement Class, and may not occur for several years, or at all, Class Counsel is satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best interests of the Settlement Class;

WHEREAS, the Parties recognize that the outcome in the Litigation is uncertain and that achieving a final result through the litigation process would require substantial additional risk, discovery, time, and expense;

WHEREAS, the Parties desire to settle fully and finally the differences between them and have agreed to settle this case as to the Named Plaintiff as well as all individuals comprising the Settlement Class, as defined below; and

WHEREAS, the Parties agree to undertake their best efforts, including all steps and efforts that may become necessary by order of the Court, to effectuate the terms and purposes of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree, subject to approval of the Court, as follows:

AGREEMENT

I. DEFINITIONS

A. **“Agreement.”** “Agreement” means this agreement, i.e., the Class Action Settlement Agreement, together with all of its attachments and exhibits, which the Parties understand and agree sets forth all material terms and conditions of the settlement between them, and which is subject to Court approval. It is understood and agreed that the obligations of the Defendants for payment under this Agreement are conditioned on, *inter alia*, the occurrence of the Effective Date.

B. **“Class Counsel” or “Plaintiff’s Counsel.”** “Class Counsel” or “Plaintiff’s Counsel” mean George A. Hanson and Alexander T. Ricke of Stueve Siegel Hanson LLP; and Ryan L. McClelland of McClelland Law Firm, P.C.

C. **“Class Employees.”** “Class Employees” means the group of individuals in the Nationwide ERISA Class.

D. **“Class Member” or “Settlement Class.”** “Class Member” or “Settlement Class” means the Named Plaintiff and all Class Employees who do not opt out of the Settlement by submitting Opt Outs pursuant to Paragraph III.B, and thus means all individuals who will become bound by the Released Claims portion of the Judgment if the Effective Date occurs.

E. **“Class Representative.”** “Class Representative” means Named Plaintiff Nora Ruiz.

F. **“Complaint.”** “Complaint” means the Class Action Complaint dated April 26, 2024, filed by the Named Plaintiff in the Litigation. *See* ECF Doc. 1.

G. **“Counsel for Defendants” or “Defense Counsel.”** “Counsel for Defendants” or “Defense Counsel” means Mark E. Schmidtke and Cristin J. Mack of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

H. **“Court.”** “Court” refers to the Court having jurisdiction over the Litigation, at any stage; presently the U.S. District Court for the Western District of Missouri.

I. **“Defendants.”** “Defendants” means the Defendants in the Litigation, Bass Pro Group LLC and BPS Direct LLC, d/b/a Bass Pro Shops.

J. **“Effective Date.”** “Effective Date” means the date on which the Judgment becomes a Final Judgment.

K. **“Employer Payroll Taxes.”** “Employer Payroll Taxes” means all taxes and withholdings an employer is required to make arising out of, or based upon, the payment of employment/wage compensation in this Litigation, including FICA, FUTA, and SUTA obligations.

L. **“Final Approval.”** “Final Approval” means the date the Court enters an Order finally approving the Settlement and dismissing the Litigation against Defendants with prejudice, while still retaining continuing jurisdiction over the administration of the settlement.

M. **“Final Approval Order.”** “Final Approval Order” means an order that finally and unconditionally grants final approval of the Agreement, grants final certification of the Settlement Class for settlement purposes only, authorizes payments to the Named Plaintiff and the Settlement Class as provided in this Agreement, and fully and finally extinguishes the Released Claims of the Settlement Class. The Parties shall submit a draft order, entitled “Order Granting Final Approval

of Class Settlement,” substantially in the form attached hereto as Exhibit C, for the Court’s review and approval.

N. **“Final Judgment.”** “Final Judgment” means fifteen (15) days after the latest of: (i) the date of final affirmance on an appeal of the Judgment, or the expiration of time for a petition for a writ of certiorari to review the Judgment and, if certiorari is granted, the date of final affirmance of the Judgment following review pursuant to that grant; (ii) the date of final dismissal with prejudice of the last pending appeal from the Judgment or the final dismissal of any proceeding on certiorari to review the Judgment; or (iii) if no appeal is filed, the expiration date of the time for the filing or noticing of any form of valid appeal from the Judgment.

O. **“Final Settlement Approval Hearing.”** “Final Settlement Approval Hearing” means a hearing set by the Court to take place at least thirty (30) days after the Opt Out Response Deadline, for the purpose of (i) determining the fairness, adequacy, and reasonableness of the Agreement terms and associated settlement pursuant to class action procedures and requirements; (ii) approving Class Counsel’s attorneys’ fees and costs; (iii) approving the payment of the Service Payment; and (iv) entering Judgment.

P. **“Judgment.”** “Judgment” means the judgment to be rendered by the Court pursuant to this Agreement.

Q. **“Maximum Settlement Fund.”** “Maximum Settlement Fund” means \$4,950,000.00, which is the maximum amount that Defendants have agreed to pay to fully resolve and settle this Litigation, including any claim for attorneys’ fees and costs approved by the Court; any and all amounts to be paid to Class Members; the Settlement Administration Costs; any Court-approved Service Payment; and the Reserve Fund. Defendants will not be required to pay under this Agreement any more than the gross total of \$4,950,000.00, except for the Employer Payroll

Taxes, which Defendants shall pay independent of and in addition to the Maximum Settlement Fund.

R. **“Named Plaintiff.”** “Named Plaintiff” means Nora Ruiz.

S. **“Nationwide ERISA Class.”** “Nationwide ERISA Class” means all participants in Defendants’ group health plan who had a tobacco surcharge deducted from their wages from April 26, 2018 through October 18, 2024.

T. **“Net Settlement Amount.”** “Net Settlement Amount” means the Settlement Amount less Class Counsel’s attorneys’ fees and costs, the Service Payment, the Settlement Administration Costs, and the Reserve Fund.

U. **“Opt Out” or “Opt Outs.”** “Opt Out” or “Opt Outs” means written and signed requests by Class Employees to be excluded from the Settlement Class, which are to be submitted in the manner and within the time set forth in the Proposed Settlement Notice.

V. **“Opt Out Response Deadline.”** “Opt Out Response Deadline” means the later of the date forty-five (45) days from the date the Settlement Administrator first mails the Proposed Settlement Notice to Class Employees, or thirty (30) days from the date the Settlement Administrator mails the Proposed Settlement Notice to a Class Employee’s additional address, provided that under no circumstances will the Opt Out Response Deadline be more than seventy-five (75) days from date the Settlement Administrator first mails the Proposed Settlement Notice to Class Employees.

W. **“Parties.”** “Parties” shall refer to the Named Plaintiff and the Defendants.

X. **“Preliminary Approval.”** “Preliminary Approval” means the date on which the Court preliminarily approves the terms of the Parties’ Agreement and certifies a class action for settlement purposes only, as provided in Paragraph IV.A.

Y. **“Preliminary Approval Order.”** “Preliminary Approval Order” means an order to be executed and filed by the Court preliminarily approving the terms contained in this Agreement and certifying a class action for settlement purposes only as provided in Paragraph IV.A. The Parties shall submit a draft order, entitled “Order Granting Preliminary Approval of Class Action Settlement,” substantially in the form attached hereto as Exhibit B, for the Court’s review and approval.

Z. **“Proposed Settlement Notice.”** “Proposed Settlement Notice” means the Notice Regarding Proposed Settlement of Class Action to be sent to Class Employees after the Court grants Preliminary Approval of the Agreement, substantially in the form attached to this Agreement as Exhibit A.

AA. **“Released Claims.”** “Released Claims” means any and all actual or potential claims, actions, demands, rights, obligations, liabilities, damages, attorneys’ fees, expenses, costs, and causes of action under federal, state, and local laws, including ERISA, that were or could have been asserted based on or relating to the facts alleged in the Complaint, whether known or unknown, and including claims arising out of or related to premiums paid for coverage under the Bass Pro Group LLC Health & Welfare Plan (“Plan”) and allegedly improperly deducted wages as a result of tobacco use by participants and beneficiaries of the Plan, including claims for back wages, liquidated damages, punitive damages, attorneys’ fees, costs, expenses, interest, and penalties, arising between April 26, 2018 up to the Date of Preliminary Approval. However, the Released Claims do not include any rights or claims (i) that may arise after the Date of Preliminary Approval, or (ii) which may not, as a matter of law, be infringed, limited, waived, released, or extinguished. The Released Claims include liquidated or punitive damages based on said claims

and are intended to include all claims described or identified herein through the date of Preliminary Approval.

BB. **“Released Parties.”** “Released Parties” means the Defendants and their present and former affiliates, divisions, members, joint venture partners, subsidiaries, parents, predecessors, any merged entity or merged entities and/or its or their present and former officers, partners, directors, employees, agents, attorneys, shareholders and/or successors, insurers or reinsurers, and employee benefit plans, including but not limited to the Bass Pro Group LLC Health & Welfare Plan (and the trustees, administrators, fiduciaries, agents, representatives, insurers and reinsurers of such plans), and their assigns, trustees, heirs, administrators, executors, representatives and/or principals, and all persons or entities acting by, through, under or in concert with any of them, and any individual or entity that could be jointly liable with any of them.

CC. **“Reserve Fund.”** “Reserve Fund” means a fund in the amount of \$5,000.00, allocated from the Maximum Settlement Fund, that the Settlement Administrator may use, with approval from Defendants, to make payments to Class Employees who dispute their Settlement Check allocation amounts, to individuals who were not identified as Class Employees but have a good faith claim for participation in this settlement, or for any other reasonable purpose necessary to effectuate the settlement.

DD. **“Service Payment.”** “Service Payment” means the amount approved by the Court to be paid to the Named Plaintiff as described in Paragraph III.C, in addition to her Settlement Check as a Class Member, in recognition of her efforts in coming forward as the Named Plaintiff, assisting in the prosecution of the Litigation, or otherwise benefiting the Settlement Class.

EE. **“Settlement Administrator.”** “Settlement Administrator” refers to Analytics Consulting LLC, the settlement administrator selected by the Parties.

FF. **“Settlement Administration Costs.”** “Settlement Administration Costs” means the fees and costs incurred by the Settlement Administrator in administering the settlement as described in this Agreement.

GG. **“Settlement Checks.”** “Settlement Checks” means the checks issued to Class Members for their proportionate share of the Net Settlement Fund calculated in accordance with this Agreement.

II. CERTIFICATION OF THE CLASS FOR PURPOSES OF SETTLEMENT ONLY

A. The stipulations in this Paragraph are made solely for purposes of this Agreement. The Parties agree that the stipulations and the terms of this Agreement are in no way an admission that class action certification is proper in this Litigation, and neither the existence nor the terms of this Agreement or its stipulations will be admissible in this or any other action or proceeding as evidence that (i) a determination or admission that any group of similarly situated employees exists to maintain a class action under Rule 23 of the Federal Rules of Civil Procedure (or comparable state laws or rules); (ii) an adjudication of the merits of the Litigation; (iii) Defendants are liable to the Named Plaintiff, Class Employees, or the Settlement Class; or (iv) an adjudication of any other matters released in this Agreement.

III. PAYMENTS, SETTLEMENT FUND AND ALLOCATION

A. Allocation of the Net Settlement Amount: Each Nationwide ERISA Class member’s estimated share of the Net Settlement Amount shall be calculated *pro rata* by comparing the amount of any tobacco surcharges that the Nationwide ERISA Class member had deducted from his or her pay from April 26, 2018 through October 18, 2024, against the total amount of tobacco surcharges that all Nationwide ERISA Class members had deducted from their pay from April 26, 2018 through October 18, 2024.

B. Participation in Settlement by Class Employees. Class Employees may elect to “opt out” of the Settlement Class and thus exclude themselves from the Litigation, the Settlement, and the Settlement Class. Class Employees who wish to exercise this option must comply with the instructions in the Proposed Settlement Notice attached hereto as Exhibit A which is incorporated herein by this reference as though set forth in full. If the required written notification of exercising the right to opt out is not received by the Settlement Administrator from a Class Employee and postmarked on or before the Opt Out Response Deadline, that Class Employee will be deemed to (a) have forever waived his or her right to opt out of the Settlement Class; (b) be a member of the Settlement Class; and (c) have forever released the Released Claims against the Defendants.

1. Eligible Class Employees who timely and properly exercise their right to opt out shall have no further role in the Litigation, and for all purposes shall be regarded as if they never were either a party to this Litigation or a Class Member, and thus they shall not be entitled to any benefit as a result of the Litigation, this Agreement and the settlement that it evidences, nor will they have released any claims they may have against the Released Parties.

2. Class Employees who do not opt out of the Settlement Class pursuant to Paragraph III.B, i.e., Class Members, may object to the Agreement by, subject to the Court’s determination otherwise, submitting written objections to the Court and mailing copies of their written objection so that they are received by the Settlement Administrator and are postmarked no later than the Opt Out Response Deadline. Subject to the Court’s determination otherwise, any objections must be timely submitted as required in this Paragraph or else they will be waived. The Proposed Settlement Notice shall advise Class Members of this option. The Settlement

Administrator shall immediately provide copies of any such objections to Class Counsel and Counsel for Defendants.

3. Defendants shall have the option to withdraw from the settlement if more than 5% of the Class Employees follow the procedure specified in the Class Notice approved by the Court to validly “opt out” of the Settlement. If Defendants wish to exercise this option, they must do so within 14 days of the close of the objection and exclusion period. If Defendants withdraw from the Settlement: (1) Defendants’ obligations under the settlement will cease to have any force and effect; (2) this Agreement will be vacated, null, void, and cancelled; (3) the Parties will return to the status *quo ante*, as if they had not entered into the Settlement; and (4) the Settlement, and all negotiations and proceedings related to the Settlement, will be without prejudice to the rights of the Parties, and evidence of the Settlement, negotiations, and proceedings will be inadmissible, and will not be discoverable.

C. Service Payment to Named Plaintiff. The Service Payment to the Named Plaintiff Nora Ruiz shall not exceed the total amount of \$10,000. The Service Payment is being sought in recognition of the Named Plaintiff’s efforts to pursue the claims raised in this Litigation on behalf of the Settlement Class, including assisting Class Counsel with the prosecution and settlement of this Litigation. Defendants will not oppose the Named Plaintiff’s request for the Service Payment. In the event that the Court does not approve the amount of the Service Payment to the Named Plaintiff, the settlement will proceed. This Agreement is not contingent upon the Court’s approval of the request for the Service Payment in any amount. Any amount allocated as the Service Payment for Named Plaintiff under this Agreement, but not approved by the Court, shall be added to the Net Settlement Amount.

D. Payment of Attorneys' Fees and Costs. Class Counsel will apply to the Court for approval of attorneys' fees not to exceed thirty-three and one-third percent (33 1/3%) of the Maximum Settlement Fund, or \$1,650,000, and costs and expenses not to exceed \$35,000. Defendants will not oppose such application. In the event that the Court does not approve the amount of the requested attorneys' fees or costs, the settlement will proceed. This Agreement is not contingent upon the Court's approval of the requested attorneys' fees or costs in any amount. Any amounts allocated as attorney's fees or costs under this Agreement, but not approved by the Court, shall be added to the Net Settlement Amount.

E. Release of Claims. Upon the Effective Date and after Defendants have paid the Maximum Settlement Fund to the Qualified Settlement Fund ("QSF") pursuant to Paragraph IV.B.3, the Named Plaintiff and each of the Class Members, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, dismissed with prejudice, relinquished, and discharged all Released Claims as defined in Paragraph I.AA herein.

IV. THE SETTLEMENT PROCESS

A. Court Approval of Settlement and Dismissal of Case. As soon as practicable and without undue delay, the Named Plaintiff will seek the Court's Preliminary Approval of the terms of this Agreement (which Defendants will not oppose) and, upon Final Approval, the Named Plaintiff will seek the Court's dismissal of the Litigation with prejudice, on the condition that the Court retain jurisdiction to administer and enforce the terms of this Agreement, to the extent allowed by law.

1. A condition precedent to this Agreement is the Court's approval of the Preliminary Approval Order attached as Exhibit B, without any changes by the Court to the Preliminary Approval Order that Defendants reasonably and in good faith deem material.

2. The Parties shall provide to the Court for review and approval this Agreement, with exhibits, including (a) the proposed Preliminary Approval Order in substantially the form attached as Exhibit B, and (b) the Proposed Settlement Notice, attached as Exhibit A; and such other information as the Court may request.

3. The Parties shall cooperate and take all necessary steps to effectuate judicial approval of the Agreement. Should the Court not approve the Agreement, or should the Court not approve and enter the Preliminary Approval Order in the form attached as Exhibit B (or in a form without any changes by the Court that Defendants deem material), the terms of this Agreement will be null and void, the Parties will retain all rights and defenses in the Litigation, and all negotiations and information and materials pertaining in any way to this Agreement or the settlement of the Litigation will be inadmissible. In such an event, the Parties agree in good faith to negotiate about appropriate revisions and re-submit for the Court's approval. In the event this settlement is never approved by the Court, the Parties will retain all rights and defenses in the Litigation, and all negotiations and information and materials pertaining in any way to this Agreement or the settlement of the Litigation will be inadmissible.

4. Within ten (10) days following the filing of this Agreement with the Court, the Settlement Administrator shall serve upon the Office of the Comptroller of the Currency of the United States and the appropriate State official of each State in which any Class Member resides, as determined by Defendants' records, a notice of the proposed settlement in compliance with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715 ("CAFA").

5. Final Approval. At least thirty (30) days after the Opt Out Response Deadline the Court shall set the Final Settlement Approval Hearing. Prior to the Final Settlement Approval Hearing, the Named Plaintiff will move the Court for entry of the Final Approval Order and the associated Judgment (which Defendants will not oppose). The Parties shall make all reasonable efforts to secure entry of the Final Approval Order and the associated Judgment. If the Court rejects their request, fails to enter the Final Approval Order, or fails to enter the Judgment, this Agreement shall be void *ab initio*, and Defendants shall have no obligations to make any payments under the Agreement, except for costs already incurred by the Settlement Administrator, which shall be borne equally by, on one hand, Class Counsel and the Named Plaintiff, and the Defendants, on the other. At the time the motion is filed requesting Final Approval, the Named Plaintiff and Class Counsel also shall make an application for attorneys' fees and costs and the Service Payment. Notwithstanding any order entered on Named Plaintiff's and Class Counsel's application for awards to them, under no circumstance shall Defendants be required to pay any such awards absent occurrence of the Effective Date.

B. Settlement Administration. If the Court grants Preliminary Approval of this Agreement, the parties will use Analytics Consulting LLC (or any other mutually-agreed settlement administrator) to administer the settlement. Reasonable fees and expenses of the Settlement Administrator shall be paid from Maximum Settlement Fund. In no circumstances will any administration of the settlement, including issuance of the Proposed Settlement Notice, occur unless and until the Court grants Preliminary Approval as set forth in Paragraph IV.A. The Parties agree to the following procedure for administration of the settlement:

1. Collection and Validation of Contact and Payroll Information.

a. Within fourteen (14) days of Preliminary Approval, Defendants shall provide the names and addresses (“Contact Information”), as well as payroll or other data needed for purposes of allocating the Net Settlement Amount (“Payroll Information”) of Class Employees to the Settlement Administrator and Class Counsel. Any and all information, including Social Security Numbers, provided by Defendants or Class Counsel shall be held in confidence and shall be used solely for purposes of effectuating this Agreement. This information shall not be disclosed to the Named Plaintiff or Class Employees.

b. Upon receipt of the Contact Information, the Settlement Administrator shall make reasonable efforts to obtain valid, current addresses for Class Employees, including validating Contact Information through the national change of address database or other third-party change of address databases prior to sending the Proposed Settlement Notice and thereafter as needed.

c. Upon receipt of the Payroll Information, the Settlement Administrator shall calculate the amount of the Settlement Checks for each Class Employee in accordance with Paragraph III.A.

2. Issuance of Proposed Settlement Notice to Class Employees.

a. Within fourteen (14) days of receiving the Contact Information and the Payroll Information, the Settlement Administrator shall issue the Proposed Settlement Notice, as approved by the Court, in substantially the form attached hereto and made a part of this Settlement Agreement as Exhibit A to all Class Employees. The Proposed Settlement Notice shall inform Class Employees of their right to opt-out of the settlement, object to the settlement, or elect to participate in the settlement, and the approximate amount they are entitled to receive if they participate. If the Proposed Settlement Notice sent to a Class Employee is returned as

undeliverable, the Settlement Administrator shall promptly undertake reasonable steps including performing a single skip trace to determine the Class Employee's current address and, if an additional address is located, to send the Proposed Settlement Notice to the additional address. Although, only one (1) additional Proposed Settlement Notice may be sent to a Class Employee following a skip trace, the Settlement Administrator shall send a Proposed Settlement Notice to any Class Employee who provides the Settlement Administrator with updated address information.

b. Eligible Class Employees shall have a deadline of forty-five (45) days from the date the Proposed Settlement Notice is first mailed to opt out of the settlement by fully complying with the requirements for doing so as set forth in the Proposed Settlement Notice attached hereto as Exhibit A. If the Settlement Notice sent to a Class Employee is returned as undeliverable, but the Settlement Administrator locates an additional address for the Class Employee and thereafter sends the Proposed Settlement Notice to that additional address, then that Class Employee shall have a deadline of the earlier of thirty (30) days from the date the Proposed Settlement Notice was mailed to the additional address to opt out of the settlement or seventy-five (75) days from date the Settlement Administrator first mailed the Proposed Settlement Notice to Class Employees. Opt Outs must be returned via U.S. First Class Mail and be postmarked by the Opt Out Response Deadline, which shall be specified in the Proposed Settlement Notice, to be timely.

3. Establishment and Funding of the QSF.

a. If the Court grants Preliminary Approval of this Agreement, the Settlement Administrator shall establish a QSF pursuant to 26 C.F.R. § 1.468B-1 for the purposes of administering the Settlement on or before the Effective Date. The Parties shall provide the

Settlement Administrator with all necessary cooperation for the creation of the QSF, including but not limited to the execution of all necessary documents.

b. Defendants shall fund the QSF with the Maximum Settlement Fund within fourteen (14) days of the Effective Date.

c. To effectuate the terms of the Settlement and to correct for mathematical or factual errors in the allocations to Class Members, the Settlement Administrator shall allocate from the Maximum Settlement Fund \$5,000.00 to create a Reserve Fund, which the Settlement Administrator may use, with approval from Defendants and Class Counsel, to make payments to Class Members who dispute their allocation amounts, to individuals who were not identified as Class Employees but have a good faith claim for participation in the settlement, or for any other reasonable purpose necessary to effectuate the settlement.

4. Issuance of the Payments under This Agreement.

a. Within fourteen (14) days of the date Defendants fund the QSF with the Maximum Settlement Fund, the Settlement Administrator shall issue (i) Settlement Checks allocated from the Net Settlement Fund in accordance with Paragraph III.A to Class Members; (ii) a wire transfer in the amount of any Court-approved attorneys' fees and costs to Class Counsel; and (iii) a check in the amount of any Court-approved Service Payment to the Named Plaintiff.

b. The Settlement Checks shall be valid and negotiable for a period of one hundred and twenty (120) days from issuance ("Participation Deadline"). Any Settlement Checks that are not cashed or deposited within one hundred and twenty (120) days from issuance shall become void. Sixty (60) days prior to the Participation Deadline, the Settlement Administrator shall issue reminder postcards to each of the Class Members who have not negotiated his or her Settlement Check by that date.

c. At the end of the one hundred and twenty (120) day period from the date the Settlement Checks were mailed, the Named Plaintiff and the Class Members shall remain bound by this Agreement and the Final Order Approving Settlement, notwithstanding any failure to cash or deposit any Settlement Check issued pursuant to this Paragraph.

C. Unnegotiated Settlement Checks.

1. Any portion of the Net Settlement Amount that is not claimed by Class Members because those individuals did not timely negotiate their Settlement Checks (the “Unnegotiated Settlement Checks”), shall be transferred by the Settlement Administrator to the unclaimed property fund of the state where the Class Member worked to be held for that Class Member in exchange for their release of claims as part of this Settlement Agreement. Any expenses incurred shall be considered Settlement Administration Costs and will be paid from the Maximum Settlement Fund. Anything remaining in the funds held by the Settlement Administrator after payments are made to the Class Representative, Settlement Class, and Class Counsel, such as over-estimated taxes, shall belong to Defendants.

D. Tax Treatment of Settlement Checks.

1. For tax purposes, 50% of each Settlement Check shall be treated as back wages, and the other 50% of each Settlement Check shall be treated as interest, any applicable penalties, liquidated damages and other non-wage relief.

2. Payments treated as back wages shall be made net of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and the employee share of the FICA tax, and shall be reported to the Internal Revenue Service (“IRS”) and other appropriate taxing authorities (together with the IRS, the “Taxing Authorities”) and the payee under the payee’s name and Social Security number on an IRS Form W-2, as taxable

wage income. The employee portion of all applicable income and payroll taxes will be the sole responsibility of the individual Class Member, and shall come out of the Net Settlement Amount. However, payments treated as back wages shall not be made net of any Employer Payroll Taxes, which shall be paid by Defendants independent of and in addition to the Maximum Settlement Fund.

3. Payments treated as interest and/or liquidated damages shall be made without withholding and shall be reported to the Taxing Authorities and the payee, to the extent required by law, under the payee's name and Social Security number on an IRS Form 1099, as taxable non-wage income.

4. The Settlement Administrator shall be responsible for determining the appropriate number of exemptions to be used in calculating payroll tax and withholding, deciding the appropriate tax rate, and issuing IRS Forms W-2 and Forms 1099 as appropriate.

E. Tax Treatment of Attorneys' Fees. Within seven (7) calendar days following Final Approval, Class Counsel shall provide the Claims Administrator with a duly completed IRS Form W-9. The payments provided by Paragraph III.D shall be considered attorneys' fees and reported on behalf of Class Counsel to the Taxing Authorities on a Form 1099 issued to Class Counsel by the Settlement Administrator, provided the Settlement Administrator has timely received a duly completed Form W-9 from Class Counsel.

F. Tax Treatment of Service Payment. The Service Payment paid to the Named Plaintiff under this Agreement shall be reported as taxable non-wage income to the Taxing Authorities on a Form 1099 issued to the Named Plaintiff by the Settlement Administrator.

G. Responsibility for Taxes.

1. Defendants are only responsible for the Employer Payroll Taxes arising from the payments under this Agreement. In the event that it is determined by the Taxing Authorities that Class Counsel, the Named Plaintiff, and/or any Class Member owes any additional taxes with respect to any attorneys' fees or costs, any Service Payment, or any Settlement Check distributed under this Agreement, it is expressly agreed that the determination of any tax liability is between Class Counsel, Named Plaintiff, and/or the Class Members and the Tax Authorities, and that Defendants will not be responsible for the payment of such taxes, including any interest and penalties.

2. Class Counsel, Counsel for the Defendants, and Defendants make no representations, and it is understood and the Named Plaintiff agrees on behalf of Class Members, that Class Counsel, Counsel for Defendants, and Defendants have made no representations, as to the taxability of any portions of the Settlement Check to the Named Plaintiff, or any Class Member, the payment of any costs or award of attorneys' fees to Class Counsel, or any Service Payment to the Named Plaintiff. The Proposed Settlement Notice will advise Class Employees to seek their own tax advice prior to acting in response to the Notices. Neither Class Counsel nor Counsel for Defendants intend anything contained herein to constitute legal advice regarding the taxability of any amount paid hereunder, nor will it be relied upon as such.

3. The Named Plaintiff and/or any Class Member agrees to indemnify and hold harmless Defendants and Released Parties for any taxes, penalties, interest, or other amounts due or owing by Defendants for any taxes due or owed by the Named Plaintiff and/or any Class Member on any portion(s) of the Settlement Check to the Named Plaintiff or any Class Member, or any Service Payment to the Named Plaintiff. Other than as set forth above, and as required by law, Defendants and the Settlement Administrator will not make from the payment to the Named

Plaintiff, and/or any Class Member any deductions, withholdings, or additional payments, including without limitation, medical or other insurance payments or premiums, employee 401(k) contributions or matching employer contributions, wage garnishments, or charity withholdings, and entry of the Final Judgment shall be deemed authority not to make such deductions, withholdings, or additional payments. Any amount paid to the Named Plaintiff and/or any Class Member shall not create any credit or otherwise affect the calculation of any deferred compensation, benefit, pension, or other compensation or benefit plan provided by Defendants.

H. Other Responsibilities of the Settlement Administrator.

1. The Settlement Administrator shall provide periodic updates to Class Counsel and Counsel for Defendants regarding Opt Outs, Class Member objections, and Settlement Check negotiation rates.

2. The Settlement Administrator will create the following for purposes of communicating with class members: toll free telephone number, email address, P.O. Box, and website. The Settlement Administrator will not use Defendants' names or the names of any of Defendants' related entities in the website address. The Settlement Administrator shall keep a log of all communications with any Class Employees and shall be responsible for responding to inquiries about the settlement. In the event any Class Employee requests to speak to Class Counsel or has a question that seeks legal advice about the settlement, the Settlement Administrator shall provide that person with Class Counsel's contact information, including telephone number, email address, and mailing address. The Settlement Administrator shall forward all other unresolved questions or issues in writing to Class Counsel and Counsel for Defendants, who will work jointly to attempt to provide a resolution.

3. In communications to Class Employees, the Settlement Administrator and the Parties will cooperate to facilitate the purposes of the settlement. Any communication between Class Counsel and a Class Employee shall not discuss any other Class Employee's decision to participate (or not to participate) in this Settlement or allocation of money thereunder.

4. Within seven (7) days of the Opt Out Response Deadline for all Class Employees, the Settlement Administrator shall provide Defendants and Class Counsel with a list of the names and addresses of all Class Employees (a) who have opted out of the settlement; (b) who do not opt out of the settlement; and (c) the final allocations of amounts to be distributed to each of the settlement participants. Once the final allocations have been calculated, payments to each settlement participant will be in accordance with those allocations.

V. NON-ADMISSION OF LIABILITY

This Agreement shall not in any way be construed as an admission by any Defendant that it has acted wrongfully with respect to the Named Plaintiff, Class Employees, or to any other person, collectively or individually, and Defendants specifically disclaim any liability to or wrongful acts against the Named Plaintiff, Class Employees, or any other person, on the part of Defendants or the Released Parties. Furthermore, the Parties agree that this Agreement does not constitute an adjudication of the merits of the Litigation or any other matters released in this Agreement. Accordingly, the Parties agree that none of them has prevailed on the merits; nor shall this Agreement serve or be construed as evidence that (1) any party has so prevailed; (2) Defendants or the Released Parties have engaged in any wrongdoing; or (3) any claims may or should proceed on a class action basis against any of the Defendants or the Released Parties. Nothing in this provision shall prevent the Parties from bringing an action to enforce the terms of this Agreement.

VI. COURT RETAINS JURISDICTION TO ENFORCE AGREEMENT

The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Agreement, to the extent permitted by law, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Agreement. This retention of jurisdiction encompasses any disagreement among the Parties concerning the final forms of the Notices or other documents necessary to implement this Agreement, and all other disputes regarding the Agreement and its implementation. Any action to enforce this Agreement shall be commenced and maintained only in this Court.

VII. PUBLICATION OF SETTLEMENT

Unless ordered by the Court as part the approval process, counsel for the Parties agree not to publicize the settlement (including, without limitation, in a verdicts/settlements service, on a website, through social media, or via any other means) except, if asked, they may respond to a public inquiry by stating an agreement was reached on terms that will be submitted to the Court for approval. Plaintiffs' counsel may post a reference to the settlement on their website and bios submitted to courts to demonstrate adequacy of counsel that does not identify Defendants by name but identifies the settlement amount, nature of the case, and type of claims involved.

VIII. GOVERNING LAW

This Agreement is made and entered into in the State of Missouri and shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Missouri except as preempted by ERISA. Any legal action relating to this Agreement shall be brought in this Court before Judge Harpool or any judge presiding in his stead.

IX. COOPERATION CLAUSE

The Parties agree to cooperate to effectuate the settlement of the Litigation, including securing the Court's approval of the Agreement, assisting with the administration of the settlement

in accordance with the terms of this Agreement, and obtaining a final dismissal. The Parties further agree to cooperate to the extent reasonably necessary to effect and implement all terms and conditions of the Agreement and to exercise their best efforts to accomplish the terms and conditions of the Agreement, including but not limited to obtaining the dismissal, transfer to the Court, or stay of any pending or subsequently-filed class action lawsuit that alleges any of the claims covered by the Release herein.

If Class Counsel, or anyone working under their direction, receive inquiries from individuals (including Class members or others) with respect to any claims they believe they may have against Defendants, Class Counsel shall notify counsel for Defendants of any such claims before instituting any legal proceedings. To the extent consistent with Class Counsel's legal and ethical obligations, the undersigned, and any of their clients, will attempt to informally resolve any future disputes with Defendants before any legal proceedings are commenced. Such attempt at informal resolution shall include strong encouragement to participate in formal mediation of the matter before instituting proceedings in court or arbitration.

X. ASSIGNMENTS

The Named Plaintiff and Class Counsel represent that they have not assigned or transferred, or purported to assign or transfer, to any person or entity any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Litigation, or any related action.

XI. NO REPRESENTATIONS FROM DEFENDANTS

The Named Plaintiff and Class Counsel represent and acknowledge that, in executing this Agreement, they do not rely and have not relied upon any representation or statement made by Defendants or by any of its agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement.

XII. BINDING AGREEMENT

This Agreement shall be binding upon the Parties and upon their past, present, and future respective heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of Defendants and to their past, present, and future respective heirs, administrators, representatives, executors, predecessors, successors, successors-in-interest, assigns, parent corporations, affiliates, subsidiaries, divisions, joint ventures, administrators, service providers, consultants, subcontractors, board of trustees, boards of directors, officers, trustees, directors, partners, agents, managers, members, employees, independent contractors, representatives, attorneys, fiduciaries, insurers, co-insurers, reinsurers, accountants, auditors, advisors, and all other persons acting under, by, through, or in concert with them.

XIII. ARM'S LENGTH TRANSACTION; MATERIALITY OF TERMS

The Parties have negotiated all the terms and conditions of this Agreement at arm's length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement.

XIV. SEVERABILITY

Should any clause, sentence, provision, Paragraph, or part of this Agreement be adjudged by any court of competent jurisdiction, or be held by any other competent governmental authority having jurisdiction, to be illegal, invalid, or unenforceable, such judgment or holding shall not affect, impair, or invalidate the remainder of this Agreement, but shall be confined in its operation to the clause, sentence, provision, Paragraph, or part of the Agreement directly involved, and the remainder of the Agreement shall remain in full force and effect.

XV. WAIVERS, ETC. TO BE IN WRITING

No waiver, modification, or amendment of the terms of this Agreement, whether purportedly made before or after the Court's Preliminary or Final Approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties, and then only to the extent set forth in such written waiver, modification, or amendment subject to any required Court approval. Any failure by any party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XVI. CAPTIONS

The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

XVII. CONSTRUCTION

The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

XVIII. SOLE AND ENTIRE AGREEMENT

This Agreement, including Exhibits A through D and attached hereto, set forth the entire agreement between the Parties hereto. This Agreement fully supersedes any and all prior oral or written agreements or understandings between the Parties hereto pertaining to the subject matter hereof. This Agreement may only be modified in writing.

XIX. EXTENSIONS OF TIME

If any deadlines related to this Agreement cannot be met, Class Counsel and Counsel for Defendants shall meet and confer to reach agreement on any necessary revisions of the deadlines and timetables set forth in this Agreement. In the event that the Parties fail to reach such agreement, any of the Parties may apply to the Court via a noticed motion for modification of the dates and deadlines in this Agreement.

XX. FACSIMILE/ELECTRONIC SIGNATURES

Any signature made and transmitted by facsimile or email for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party whose counsel transmits the signature page by facsimile or email.

XXI. THIRD PARTY BENEFICIARIES

The Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto; but this Agreement is not designed to and does not create any third party beneficiaries other than third parties that are identified as Released Parties as defined in Paragraph I.BB.

XXII. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

NAMED PLAINTIFF:

DATED: 12/30/2024

By: *Nora Ruiz*
Nora Ruiz

DEFENDANTS:

DATED: _____

By: _____
Bass Pro Group LLC

DATED: _____

By: _____
BPS Direct LLC d/b/a Bass Pro Shops

NAMED PLAINTIFF:

DATED: _____

By: _____
Nora Ruiz

DEFENDANTS:

DATED: 1/6/25

By:  _____
Bass Pro Group LLC

DATED: 1/6/25


By:  _____
BPS Direct LLC d/b/a Bass Pro Shops

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
SOUTHERN DIVISION**

**NORA RUIZ, individually and on behalf
of all others similarly situated,**

Plaintiff,

v.

**BASS PRO GROUP LLC, and BPS
DIRECT LLC, d/b/a BASS PRO SHOPS,**

Defendants.

Case No. 6:24-cv-03122-MDH

**OFFICIAL COURT NOTICE REGARDING
PROPOSED SETTLEMENT OF CLASS ACTION**

To:

[Name]

[Address]

[City, State Zip]

If you were a participant in the Bass Pro Group LLC Health & Welfare Plan (“Health Plan”) and had a tobacco surcharge deducted from your wages from April 26, 2018 through October 18, 2024, you may be entitled to a payment from a class action lawsuit settlement.

Read this Notice carefully, as the proposed settlement will affect your rights. To receive proceeds from the settlement, you do not have to do anything in response to this Notice, as explained in further detail below.

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

- This Notice is directed to: All participants in the Health Plan who had a tobacco surcharge deducted from their wages from April 26, 2018 through October 18, 2024.
- The Named Plaintiff identified in the caption (the “Named Plaintiff”) sued Defendants Bass Pro Group LLC and BPS Direct LLC d/b/a Bass Pro Shops (“Defendants”), by filing a Complaint (the “Complaint”) on April 26, 2024, alleging that they breached their fiduciary duties under the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, *et*

More information is available at [\[link to settlement website\]](#)

sea., (“ERISA”), through a wellness program that discriminated against employees based on an impermissible health factor when they failed to provide a reasonable alternative standard with respect to their tobacco surcharge policy.

- The Named Plaintiff filed the Complaint as a class action under ERISA.
- Although Defendants deny the allegations in the Complaint, the Parties have agreed to settle this dispute for the purpose of avoiding further disputes and litigation with its attendant risk, expense, and inconvenience. The Court has not made any ruling on the merits of the claims and no Party has prevailed in the lawsuit. However, the Court has reviewed and preliminarily approved this settlement and this Notice.
- The settlement monies are being used to pay certain current Health Plan participants, to pay attorneys’ fees, litigation costs, a service payment to the Named Plaintiff, and the costs of administering the settlement. Defendants will not take an adverse action against any Health Plan participant arising from acceptance or rejection of the settlement payment.
- Under the allocation formula created by the settlement, the estimated gross amount you will recover is \$ [REDACTED], which you will receive in the mail if the Court grants final approval of the settlement and you do not submit a written request to opt out of the settlement (described in Section 8 below). This amount is based on a pro rated portion of the amount of any tobacco surcharges that you had deducted from your pay from April 26, 2018 through October 18, 2024 and will be subject to various deductions, including applicable taxes.
- Your decisions have legal consequences for you. You have a choice to make:

YOUR LEGAL RIGHTS AND OPTIONS IN RESPONSE TO THIS NOTICE:	
IF YOU DO NOTHING	By NOT submitting a written request to opt out of the settlement, you will be bound by the release of the Released Claims (defined in Section 7 of this Notice) and you will receive in the mail a settlement check in the gross amount of \$ [REDACTED] representing your share of the settlement fund less required deductions.
IF YOU SUBMIT A REQUEST TO OPT OUT	If you timely submit a written request to opt out of settlement, you will receive nothing under the settlement, but you will not be bound by the release of any of the claims described in this Notice.

- These rights and options are explained more fully below.

BASIC INFORMATION

More information is available at [\[link to settlement website\]](#)

1. Why did I receive this Notice?

Defendants' records show that you participated in the Health Plan and had a tobacco surcharge deducted from your wages during the period of April 26, 2018 through October 18, 2024. Because you meet these criteria, you are a member of the proposed "Settlement Class."

You are receiving this Notice because, as a potential Settlement Class Member, you have a right to know about the settlement of a class action lawsuit that affects your rights. This Notice explains the lawsuit, the settlement, and your rights and options.

The Court supervising this case is the U.S. District Court for the Western District of Missouri. The lawsuit is known as *Ruiz v. Bass Pro Group, LLC, et al.*, Case No. 6:24-cv-03122-MDH.

2. What is this lawsuit about?

The Complaint alleges that Defendants violated ERISA through a wellness program that discriminated against employees based on an impermissible health factor when they failed to provide a reasonable alternative standard with respect to their tobacco surcharge policy. Defendants deny all the claims asserted in the Complaint and maintain that the wellness program at issue complied with all applicable law.

3. Why is there a proposed settlement?

The Court did not decide in favor of the Named Plaintiff or Defendants, and no Party prevailed. The Parties agreed to a settlement to avoid further disputes and the risk, expense, and inconvenience of litigation.

On [DATE], the Court granted preliminary approval of the proposed settlement. The Court will decide whether to give final approval to the proposed settlement in a hearing scheduled for [DATE] ("Final Approval Hearing"). See Section 12 below for details.

The Named Plaintiff and her attorneys believe that this settlement is a good outcome for all individuals covered by the proposed settlement. But if you believe the settlement is not in your interests, you may opt out of the settlement. See Section 8 below for details.

THE SETTLEMENT BENEFITS – WHAT YOU GET

4. What does the settlement provide?

The Settlement Amount, \$4,950,000 in total, fully resolves and satisfies the attorneys' fees and costs approved by the Court, all amounts to be paid to individuals covered by the Settlement, Court-approved service payment to the Named Plaintiff, interest, and the Settlement

Administrator's fees and costs. The Settlement funds are being divided among the individuals covered by the Settlement according to an allocation formula.

5. How much is my payment and how was it calculated?

Based on the allocation formula that has been approved by the Court, you will be receiving a settlement check in the gross amount of \$ [REDACTED], less all required deductions. The allocation formula takes into account the total amount of any tobacco surcharges that you had deducted from your pay from April 26, 2018 through October 18, 2024. The Settlement Agreement contains the exact allocation formula. You may obtain a copy of the Settlement Agreement by following the instructions in Section 13 below.

Half of each Settlement Check will be treated as back wages for which you will receive an IRS Form W-2, and will be treated as taxable wage income, and the other 50% will be treated as interest, liquidated damages, and any applicable penalties.

Neither Class Counsel nor Defendants make any representations concerning the tax consequences of your settlement payment. You are advised to obtain personal tax advice prior to acting in response to this Notice.

HOW YOU GET A PAYMENT

6. How do I get my payment?

To receive proceeds from the settlement, **you do not have to do anything in response to this Notice.**

If the Court grants final approval of the settlement and you do **not** submit a written request to opt out of the settlement (described in Section 8 below), you will be bound by the release of certain federal, state, and local law claims described in Section 7 below, and you will receive in the mail a Settlement Check in the gross amount of \$ [REDACTED], less all required deductions, representing your share of the settlement fund.

7. What am I giving up if I receive proceeds from the settlement?

If you do not request exclusion from the settlement in accordance with Section 8 below, you will be deemed to have waived, released, and forever discharged any and all actual or potential claims, actions, demands, rights, obligations, liabilities, damages, attorneys' fees, expenses, costs, and causes of action under federal, state, and local laws, including ERISA, that were or could have been asserted based on or relating to the facts alleged in the Complaint, whether known or unknown, and including claims arising out of or related to premiums paid for coverage under the Bass Pro Group LLC Health & Welfare Plan ("Plan") and allegedly improperly deducted wages as a result of tobacco use by participants and beneficiaries of the Plan, including claims for back wages, liquidated damages, punitive damages, attorneys' fees, costs, expenses, interest, and

penalties (“Released Claims”), against Defendants and their present and former affiliates, divisions, members, joint venture partners, subsidiaries, parents, predecessors, any merged entity or merged entities and/or its or their present and former officers, partners, directors, employees, agents, attorneys, shareholders and/or successors, insurers or reinsurers, and employee benefit plans, including but not limited to the Bass Pro Group LLC Health & Welfare Plan (and the trustees, administrators, fiduciaries, agents, representatives, insurers and reinsurers of such plans), and their assigns, trustees, heirs, administrators, executors, representatives and/or principals, and all persons or entities acting by, through, under or in concert with any of them, and any individual or entity that could be jointly liable with any of them (the “Released Parties”). The full scope of the release is set forth in the Settlement Agreement.

The Released Claims include all potential damages based on said claims, and are intended to include all claims described or identified herein arising between April 26, 2018 up through [DATE OF PRELIMINARY APPROVAL]. However, the Released Claims do **not** include any rights or claims (i) that may arise after [DATE OF PRELIMINARY APPROVAL]; or (ii) which may not be infringed, limited, waived, released or extinguished as a matter of law.

HOW YOU REQUEST EXCLUSION FROM OR OBJECT TO THE SETTLEMENT

8. What if I do not want to participate in the settlement?

If you do not want to participate in the settlement and want to retain your right to pursue your own independent action, you must send a letter stating your desire to be excluded from the settlement, include the name of the Litigation, your name, your address, and your signature. Requests for exclusion should be sent in an envelope addressed to the Settlement Administrator as set forth in Section 13 below.

In order to be valid, your written request to opt out of the settlement must be received by the Settlement Administrator and be postmarked no later than [DATE]. If you timely submit a written request to opt out of the settlement, you will not be eligible to receive any of the benefits under the Settlement. You will, however, retain whatever legal rights you may have against Defendants with regard to all of the released claims described above in Section 7.

9. What if I want to object to the settlement?

If you do not request exclusion from the settlement but believe the proposed Settlement is unfair or inadequate in any respect, you may object to the settlement by filing a written objection with the Court and mailing a copy of your written objection to the Settlement Administrator.

All objections must be signed and include your address, telephone number, and the name of the Litigation. Your objection should clearly explain why you object to the proposed settlement and must state whether you or someone on your behalf intends to appear at the Final Approval Hearing. All objections must be filed with the Court, received by the Settlement Administrator, and postmarked by no later than [DATE]. If you submit a timely objection, you may appear, at your own expense, at the Final Approval Hearing, discussed below.

Any Settlement Class Member who does not object in the manner described above shall be deemed to have waived any objections and shall forever be foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the payment of attorneys' fees, litigation costs, the Court-approved service payment, the claims process, and any and all other aspects of the Settlement. Likewise, regardless of whether you attempt to file an objection, you will be deemed to have released all of the Released Claims as set forth above in Section 7 unless you request exclusion from the Settlement in accordance with Section 8 above.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

The Court has determined that the lawyers from the law firms of Stueve Siegel Hanson LLP and McClelland Law Firm, P.C., who have entered their appearance in this case, are qualified to represent you and all individuals covered by this settlement. These lawyers are called "Class Counsel." You will not be charged for these attorneys. The attorneys will be paid from the settlement fund in an amount to be approved by the Court. You do not need to retain your own attorney to participate as a member of this class action. However, you may consult with any attorney you choose at your own expense before deciding whether to opt out of this settlement.

11. How will the lawyers be paid?

Class Counsel will ask the Court to award attorneys' fees in an amount not to exceed one-third (33.3%) of the Settlement Amount plus reimbursement of up to \$35,000 in expenses, which will be paid from the Settlement Amount. In addition, Class Counsel will ask the Court to authorize payment from the Settlement Amount of a service payment of not more than \$10,000 to the Named Plaintiff to recognize the risks she took and services to the beneficiaries of this settlement.

FINAL APPROVAL OF THE SETTLEMENT

12. When will the settlement be final and when will I receive my settlement payment?

If the Court grants Final Approval of the settlement, and you did not request exclusion from the settlement, you will receive your settlement payment in the mail after Final Approval.

The Court will hold a Final Approval Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, and the service payment to the Named Plaintiff on [DATE] in Courtroom [] of the U.S. District Court, Western District of Missouri, located at 222 N. John Q. Hammons Parkway, Springfield, Missouri 65806. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to appear at the hearing to participate in or to opt-out of the Settlement.

FOR MORE INFORMATION

13. Are there more details about the settlement?

This Notice summarizes the proposed settlement. More details are in a Settlement Agreement. You are encouraged to read it. To the extent there is any inconsistency between this Notice and the Settlement Agreement, including between the description of the releases as provided in Section 7 above and the description of the releases as provided in the Settlement Agreement, the provisions in the Settlement Agreement control. You may obtain a copy of the Settlement Agreement at [\[link to settlement website\]](#) or by sending a request, in writing, to:

Administrator Contact Information
Administrator Contact Information
Administrator Contact Information
Administrator Contact Information
Administrator Contact Information
Administrator Contact Information
Administrator Contact Information

14. How do I get more information?

If you have other questions about the settlement, you can contact the Settlement Administrator, or Class Counsel at the addresses and/or telephone numbers below.

Email: [\[SSH email\]](#)

Telephone: [\[SSH 1-800 Number\]](#)

These are the lawyers acting as Class Counsel, one of whom will respond to your questions at the above email and telephone numbers:

George A. Hanson
Alexander T. Ricke
STUEVE SIEGEL HANSON LLP
460 Nichols Road, Suite 200
Kansas City, Missouri 64112

Ryan L. McClelland
McCLELLAND LAW FIRM, P.C.
The Flagship Building
200 Westwoods Drive
Liberty, Missouri 64068

15. What if my name or address changes before I receive my settlement payment?

If, for future reference and mailings from the Court or Settlement Administrator, you wish to change the name or address listed on the envelope in which the Class Notice was first mailed to

you, then you must fully complete, execute, and mail the Change of Name and/or Address Information Form (enclosed with this Notice as Form A).

DATED: [REDACTED], 2025

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE.

FORM A

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
SOUTHERN DIVISION**

**NORA RUIZ, individually and on behalf
of all others similarly situated,**

Plaintiff,

v.

**BASS PRO GROUP LLC, and BPS
DIRECT LLC, d/b/a BASS PRO SHOPS,**

Defendants.

Case No. 6:24-cv-03122-MDH

CHANGE OF NAME AND/OR ADDRESS INFORMATION FORM

Instructions: Please complete this Change of Name and/or Address Information Form **only** if you wish to change your name and/or mailing address information.

Former Name and Mailing Address:

Name (first, middle, and last): _____

Home Street Address: _____

City, State, Zip Code: _____

Home Telephone Number: (_____) _____

New Name and Mailing Address:

Name (first, middle, and last): _____

Home Street Address: _____

City, State, Zip Code: _____

Home Telephone Number: (_____) _____

I understand that all future correspondence in this Litigation, including, but not limited to, important notices or payments to which I am entitled (if any), will be sent to the new address listed

above and not to the address previously used. I hereby request and consent to use the address listed above for these purposes.

Dated: _____

(Signature)

(Print Name)

PLEASE RETURN THIS FORM VIA UNITED STATES MAIL TO:

Administrator Contact Information
Administrator Contact Information
Administrator Contact Information
Administrator Contact Information
Administrator Contact Information
Administrator Contact Information
Administrator Contact Information

EXHIBIT B

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
SOUTHERN DIVISION**

**NORA RUIZ, individually and on behalf
of all others similarly situated,**

Plaintiff,

v.

**BASS PRO GROUP LLC, and BPS
DIRECT LLC, d/b/a BASS PRO SHOPS,**

Defendants.

Case No. 6:24-cv-03122-MDH

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

On [REDACTED], 2025, the Court heard a motion for preliminary approval of a settlement of a class action by Plaintiff Nora Ruiz (“Named Plaintiff”), individually and on behalf of all others similarly situated, and Defendants Bass Pro Group LLC, and BPS Direct LLC, d/b/a Bass Pro Shops (“Defendants”). The Court has considered the Settlement Agreement and its exhibits, including the Proposed Settlement Notice; and the submissions of counsel, and hereby finds and orders as follows:

1. Unless otherwise defined herein, all terms used in this Order (the “Preliminary Approval Order”) will have the same meaning as defined in the Settlement Agreement.
2. The Court finds on a preliminary basis that the settlement memorialized in the Settlement Agreement, and filed with the Court, falls within the range of reasonableness and, therefore, meets the requirements for preliminary approval.
3. The Court grants preliminary approval of the parties’ Settlement Agreement.

4. The Court certifies, for settlement purposes only, the following Settlement Class pursuant to the Settlement Agreement and Fed. R. Civ. P. 23:

- a. **Nationwide ERISA Class:** All participants in Defendants' group health plan who had a tobacco surcharge deducted from their wages from April 26, 2018 through October 18, 2024.

5. The Court appoints, for settlement purposes only, the Named Plaintiff Nora Ruiz as the Class Representative of the Settlement Class.

6. The Court appoints, for settlement purposes only, the law firms of Stueve Siegel Hanson LLP and McClelland Law Firm, P.C. as Class Counsel for the purposes of Settlement, and the releases and other obligations therein.

7. This Court approves Analytics Consulting LLC as Settlement Administrator to perform duties in accordance with the terms of the Settlement Agreement.

8. The Proposed Settlement Notice to be provided as set forth in the Settlement Agreement is hereby found to be the best practicable means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed class settlement and the Final Approval Hearing to all persons and entities affected by and/or entitled to participate in the settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23, due process, the Constitution of the United States, the laws of the State of Missouri, and all other applicable laws. The Notice is accurate, objective, and informative, and provides members of the Settlement Class with all of the information necessary to make an informed decision regarding their participation in the settlement and its fairness.

9. The Notice Regarding Proposed Settlement of Class Action, attached to the Settlement Agreement as Exhibit A, including the Change of Name or Address Information Form

(Form A), is approved. The Settlement Administrator is authorized to mail those documents to the Class Employees as provided in the Settlement Agreement.

10. Class Employees who wish to opt out of the Settlement must submit a written request to opt-out of the settlement no later than (a) forty-five (45) days from the date the Settlement Administrator first mails the Proposed Settlement Notice to Class Employees, or (b) thirty (30) days from the date the Settlement Administrator mails the Proposed Settlement Notice to a Class Employee's additional address, whichever date is later, provided that under no circumstances will any Class Employee be permitted to submit his or her written request to opt-out of the settlement more than seventy-five (75) days from date the Settlement Administrator first mails the Proposed Settlement Notice to Class Employees.

11. Any written objection to the settlement must be submitted to the Court no later than forty-five (45) days after the Proposed Settlement Notice is mailed to the Class Employees. The Court will not consider any objections filed after that deadline and such objections, if any, shall be deemed waived.

12. Pending the Court's decision on final approval of the settlement and entry of the Court's Final Approval Order, the Litigation and any other action or proceeding brought by or on behalf of the Named Plaintiff or any Class Member that asserts any claim released under the Settlement Agreement shall be stayed in each such action or proceeding.

13. Neither this Order, the Settlement Agreement, nor any other documents or information relating to the settlement of this Litigation shall constitute, be construed to be, or be admissible in this Litigation or any other proceeding as evidence: (a) that any group of similarly situated or other employees exists to maintain a class action under Rule 23 of the Federal Rules of Civil Procedure, or comparable state laws or rules; (b) of an adjudication of the merits of this

Litigation; (c) of an adjudication of any of the matters subject to the Release in the Settlement Agreement; (d) that any party has prevailed in this case, or (e) that Defendants or the Released Parties have engaged in any wrongdoing.

14. The Named Plaintiff and Defendants are ordered to carry out the settlement according to the terms of the Settlement Agreement.

15. The Court will conduct a Final Approval Hearing on [REDACTED], 2025, at [REDACTED] a.m./p.m. to determine the overall fairness of the settlement and to approve the amount of attorneys' fees and costs to Class Counsel and the Service Payment to the Named Plaintiff. The Final Approval Hearing may be continued without further notice to Class Members. The Named Plaintiff shall file her motion for approval of the settlement, and Class Counsel shall file their unopposed motion for attorneys' fees, costs and expenses, and the Service Payment on or before [REDACTED], 2025.

IT IS SO ORDERED.

Dated: _____, 2025

DOUGLAS HARPOOL
UNITED STATES DISTRICT JUDGE

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
SOUTHERN DIVISION**

**NORA RUIZ, individually and on behalf
of all others similarly situated,**

Plaintiff,

v.

**BASS PRO GROUP LLC, and BPS
DIRECT LLC, d/b/a BASS PRO SHOPS,**

Defendants.

Case No. 6:24-cv-03122-MDH

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

On [REDACTED], 2025, the Court heard a motion for final approval of a settlement of a class action by Plaintiff Nora Ruiz (“Named Plaintiff”), individually and on behalf of all others similarly situated, and Defendants Bass Pro Group LLC and BPS Direct LLC d/b/a Bass Pro Shops (“Defendants”). The Court has considered the Motion for Final Approval of Class Action Settlement and other related materials submitted by the parties, as well as the parties’ presentation at the hearing on final approval, and otherwise being fully informed in the premises, hereby finds and orders as follows:

1. Unless otherwise defined herein, all terms used in this Order (the “Final Approval Order”) will have the same meaning as defined in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter of this Litigation pursuant to 28 U.S.C. §§ 1331, 1332, and 1367 and 29 U.S.C. §1132(e)(1), including jurisdiction over all members of the Settlement Class certified by order dated [REDACTED], 2024 (ECF Doc. [REDACTED]), and defined as:

- a. **Nationwide ERISA Class:** All participants in Defendants’ group health plan who had a tobacco surcharge deducted from their wages from April 26, 2018 through October 18, 2024.

3. The Court finds that the Settlement Class satisfies the requirements of Fed. R. Civ. P. 23(a) and is maintainable under Rule 23(b)(3) for purposes of settlement of this Litigation only. In so finding, the Court does not determine whether the certification of the class would remain proper under the more stringent standard that requires a showing of, *inter alia*, manageability.

4. The Court confirms the appointments of (a) Named Plaintiff Nora Ruiz as Class Representative of the Settlement Class, and (b) the law firms of Stueve Siegel Hanson LLP and McClelland Law Firm, P.C. as Class Counsel.

5. The Notice Regarding Proposed Settlement of Class Action (“Proposed Settlement Notice”) sent to the Class members via First Class Mail adequately informed the Class Members of the terms of the Settlement Agreement, their estimated recovery if the Settlement was approved, the process available to obtain monetary relief, their right to request exclusion from the Class and pursue their own remedies, and their opportunity to file written objections and appear and be heard at the Final Approval Hearing. The Proposed Settlement Notice also adequately informed the Class Members of the contact information for the Settlement Administrator and Class Counsel. Thus, the Court finds that the Proposed Settlement Notice provided to the Class Members satisfied the requirements of Fed. R. Civ. P. Rule 23(e)(1)(B).

6. The Court finds that the settlement memorialized in the Settlement Agreement, and filed with the Court, is fair, reasonable, and adequate, and in the best interests of the Class Members. The Court finds that: (a) the strength of the Class Representative’s and Class Members’ claims weighed against the defenses of Defendants and the complexity, length, and expense of

further litigation, support approval of the Settlement; (b) the Maximum Settlement Amount of \$4,950,000 as set forth in the Settlement Agreement is a fair, reasonable, and adequate settlement of the Named Plaintiff's individual claims and the claims of the Settlement Class; (c) the Settlement was reached pursuant to arm's-length negotiations between the parties; (d) the support for the Settlement expressed by Class Counsel and counsel for Defendants, who have significant experience representing parties in complex class actions, weighs in favor of approval of the Settlement; (e) the absence of any objections to the Settlement by Class Members supports approval of the Settlement; and (f) the Litigation has progressed to a stage where the Court and the parties could evaluate the merits of the case, potential damages, and the probable course of future litigation.

7. The Settlement Administration Costs of \$ [REDACTED] are approved and shall be paid to the Settlement Administrator from the Qualified Settlement Fund according to the procedures set forth in the Settlement Agreement.

8. The Service Payment, as set forth in the Settlement Agreement, is approved and shall be awarded and paid to Named Plaintiff from the Qualified Settlement Fund according to the procedures set forth in the Settlement Agreement.

9. Class Counsel is awarded \$ [REDACTED] for attorneys' fees and \$ [REDACTED] for costs and will receive such payment from the Qualified Settlement Fund according to the procedures set forth in the Settlement Agreement.

10. Class Members shall receive their settlement shares according to the allocation formula and procedures set forth in the Settlement Agreement. Any unclaimed funds to Class Employees shall be distributed to the unclaimed property fund of the state where the Class Employee worked according to the procedures set forth in the Settlement Agreement.

11. The Court orders that any Class Employee who did not timely submit a written request to opt-out of the settlement is bound by the terms of the Settlement Agreement, and fully releases and discharges Defendants and the Released Parties from the Released Claims.

12. As identified by the Settlement Administrator, the Court finds that [REDACTED] individuals have timely requested exclusion from the Settlement Class. These individuals are (a) excluded from the Rule 23 Class previously certified; (b) are not bound by the terms of the Settlement Agreement; (c) do not release Defendants and all other Released Parties from the Released Claims; and (d) are not entitled to participate in the monetary portion of the Settlement. A list of all such individuals who timely submitted a written request to opt-out of the settlement is attached to this Order as Exhibit A.

13. Neither this Order, the Settlement Agreement, nor any other documents or information relating to the settlement of this Litigation shall constitute, be construed to be, or be admissible in this Litigation or any other proceeding as evidence: (a) that any group of similarly situated or other employees exists to maintain a class action under Rule 23 of the Federal Rules of Civil Procedure, or comparable state laws or rules; (b) of an adjudication of the merits of this Litigation; (c) of an adjudication of any of the matters subject to the Release in the Settlement Agreement; (d) that any party has prevailed in this case; or (e) that Defendants, or the Released Parties have engaged in any wrongdoing.

14. This Court grants final approval of the Settlement.

15. This matter is dismissed with prejudice, without any cost to any of the parties except as provided in the Settlement Agreement. The Clerk is directed to enter judgment consistent with this Order.

IT IS SO ORDERED.

Dated: _____, 2025

DOUGLAS HARPOOL
UNITED STATES DISTRICT JUDGE