

**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

**ORDER GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiffs' Unopposed Motion to Direct Class Notice and Grant Preliminary Approval of Class Action Settlement. (Doc. 36). 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. 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 **May 29, 2025, at 9:30 a.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 **two weeks prior to the final approval hearing**. Class Counsel shall file their motion for attorneys' fees, costs and expenses, and the Service Payment on or before **March 7, 2025**.

IT IS SO ORDERED.

Dated: January 16, 2025

s/ Douglas Harpool _____
DOUGLAS HARPOOL
UNITED STATES DISTRICT JUDGE